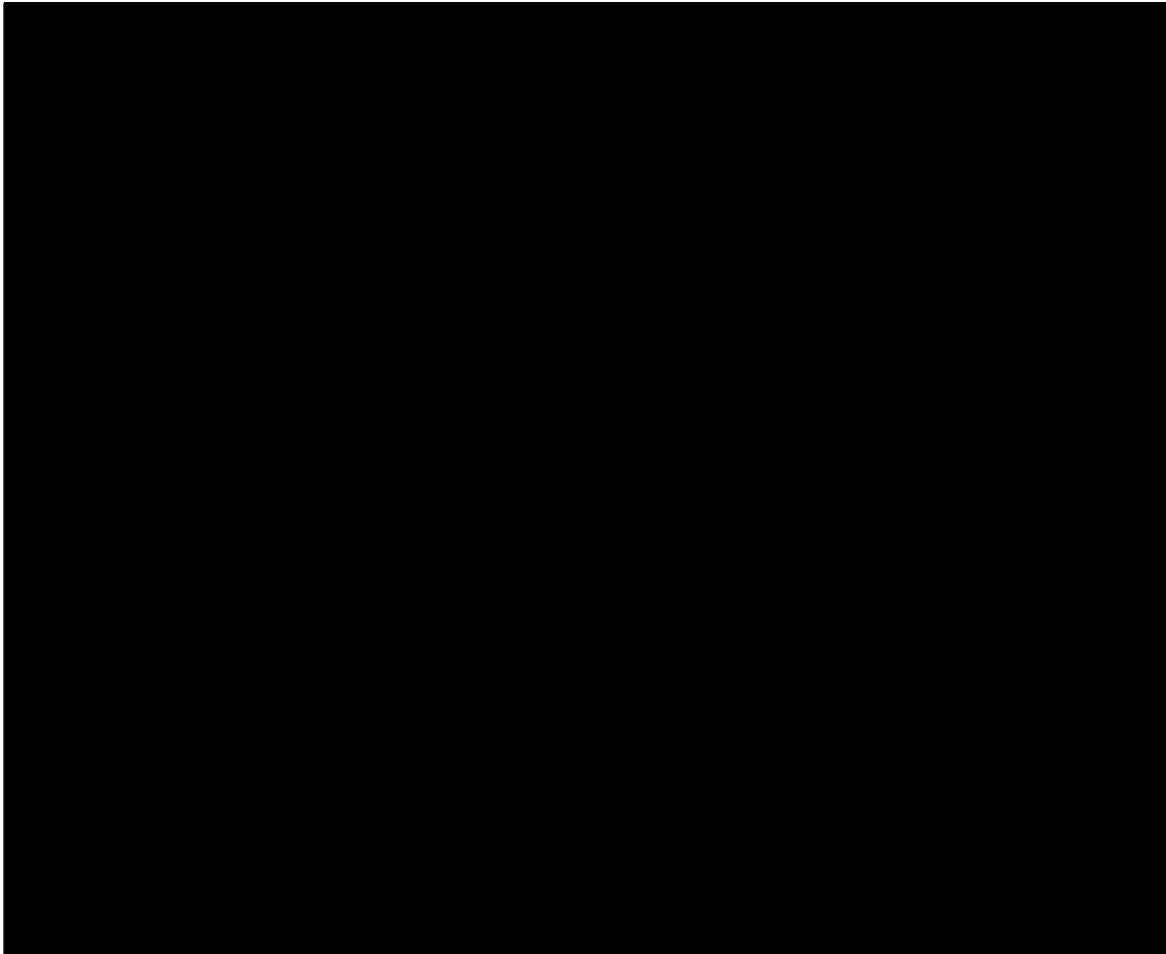


**EXHIBIT 2364 TO
CISNEROS DECLARATION
REDACTED VERSION**

**AMENDED AND RESTATED
GOOGLE-INTUIT PRODUCT
AND PROMOTION AGREEMENT**

This **AMENDED AND RESTATED GOOGLE-INTUIT PRODUCT AND PROMOTION AGREEMENT** (the "Restated Agreement") is dated and effective October 15, 2007 (the "Restated Effective Date"), and amends and restates the agreement initially entered into by the parties effective as of July 10, 2006 (the "Original Effective Date"), by and between Google Inc., ("Google") and Intuit Inc. ("Intuit") (each of Google and Intuit, a "Party", and together, the "Parties") and amended by Amendment Number One entered into as of November 1, 2006 (the "Original Agreement" and together with the Restated Agreement, the "Agreement"). The Parties will be bound by and perform the obligations set out in this Agreement in accordance with the terms and conditions of this Agreement without prejudice to any rights or remedies which may have accrued between the Parties under the Original Agreement. Except as modified herein, all other terms and conditions of the Original Agreement shall remain in full force and effect. This Agreement shall take precedence in the event any terms and conditions of the Original Agreement conflicts herewith.

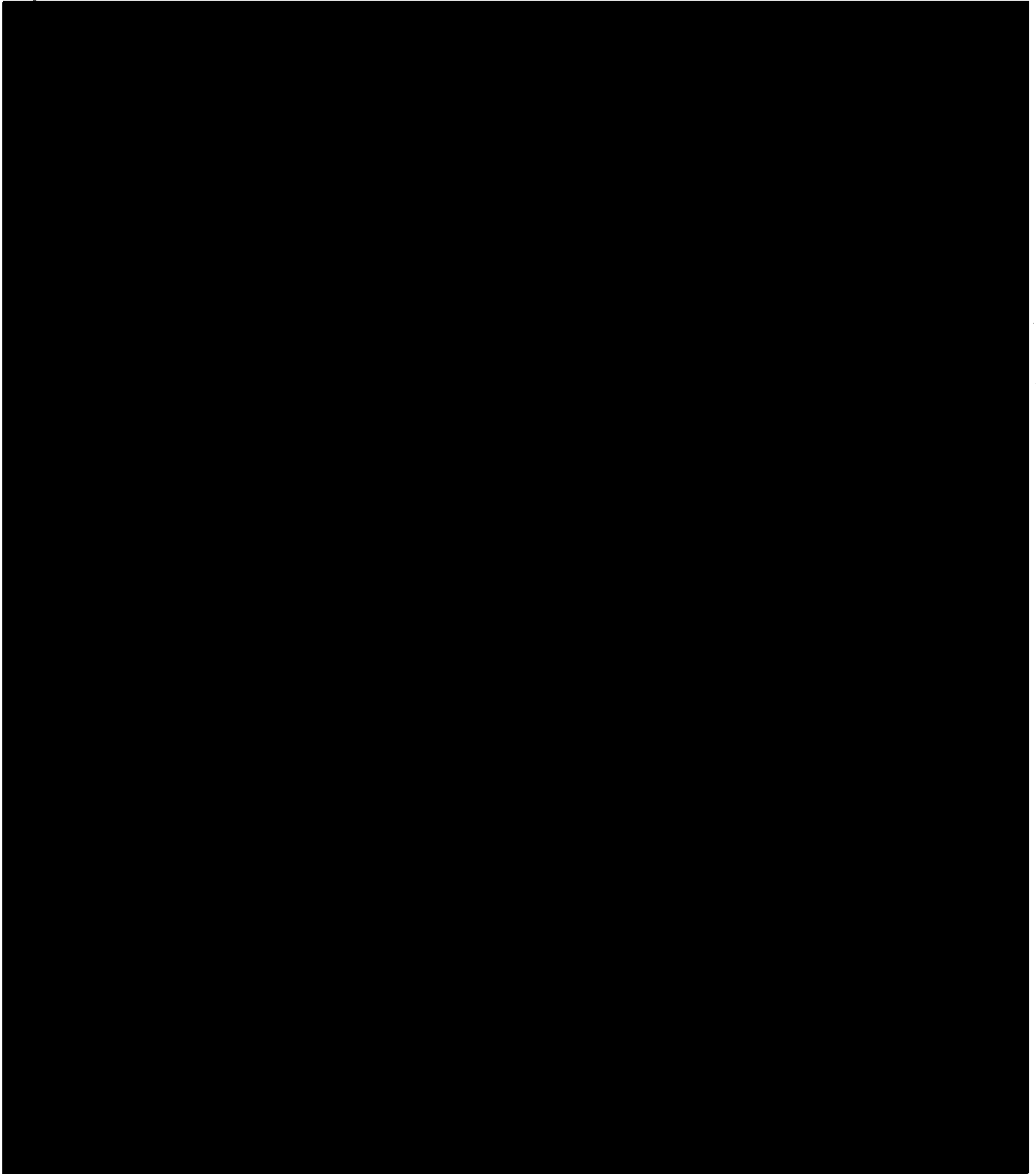
In consideration of the covenants, promises, payments and other valuable consideration contained in the Agreement, the Parties agree as follows:

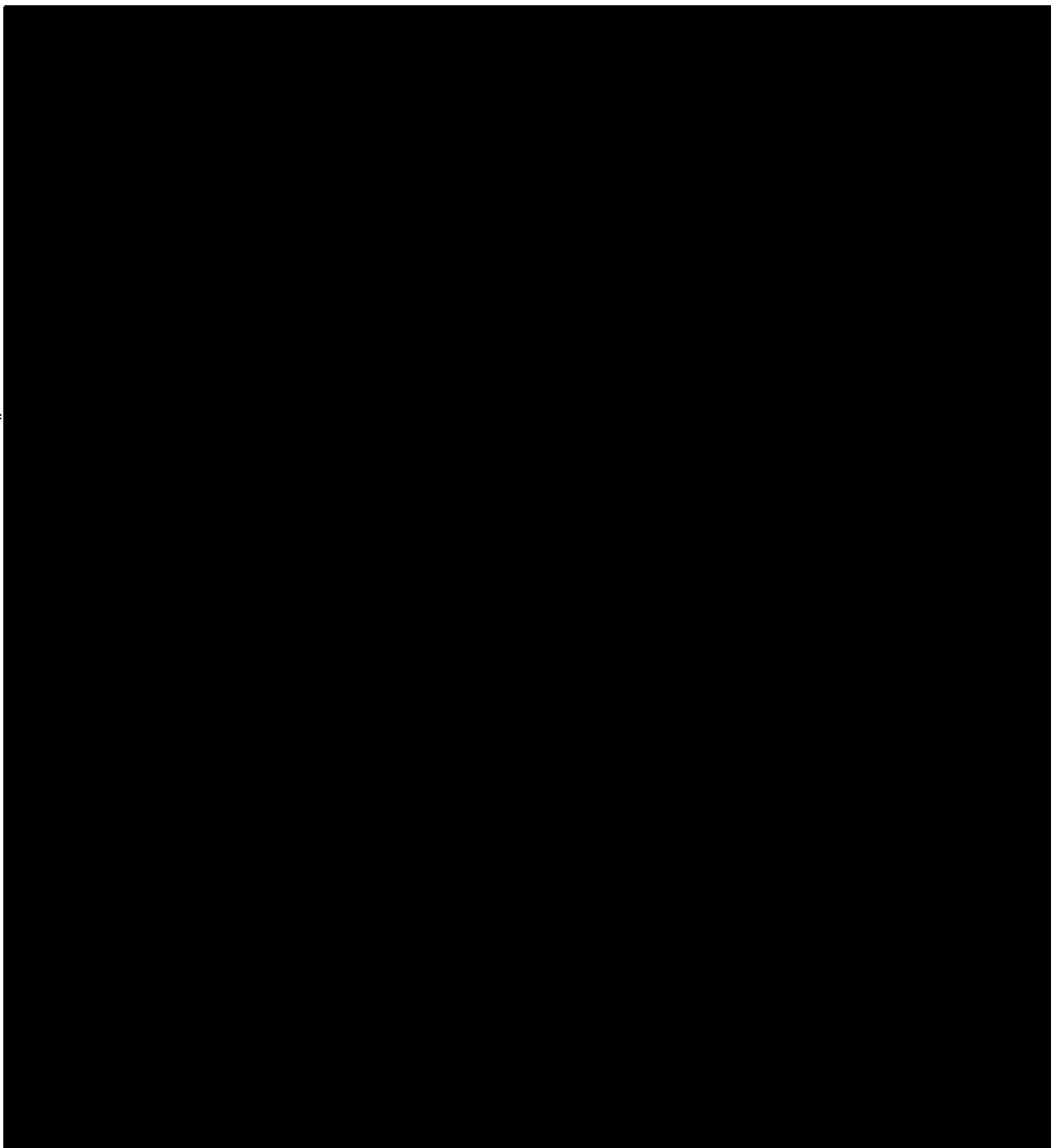


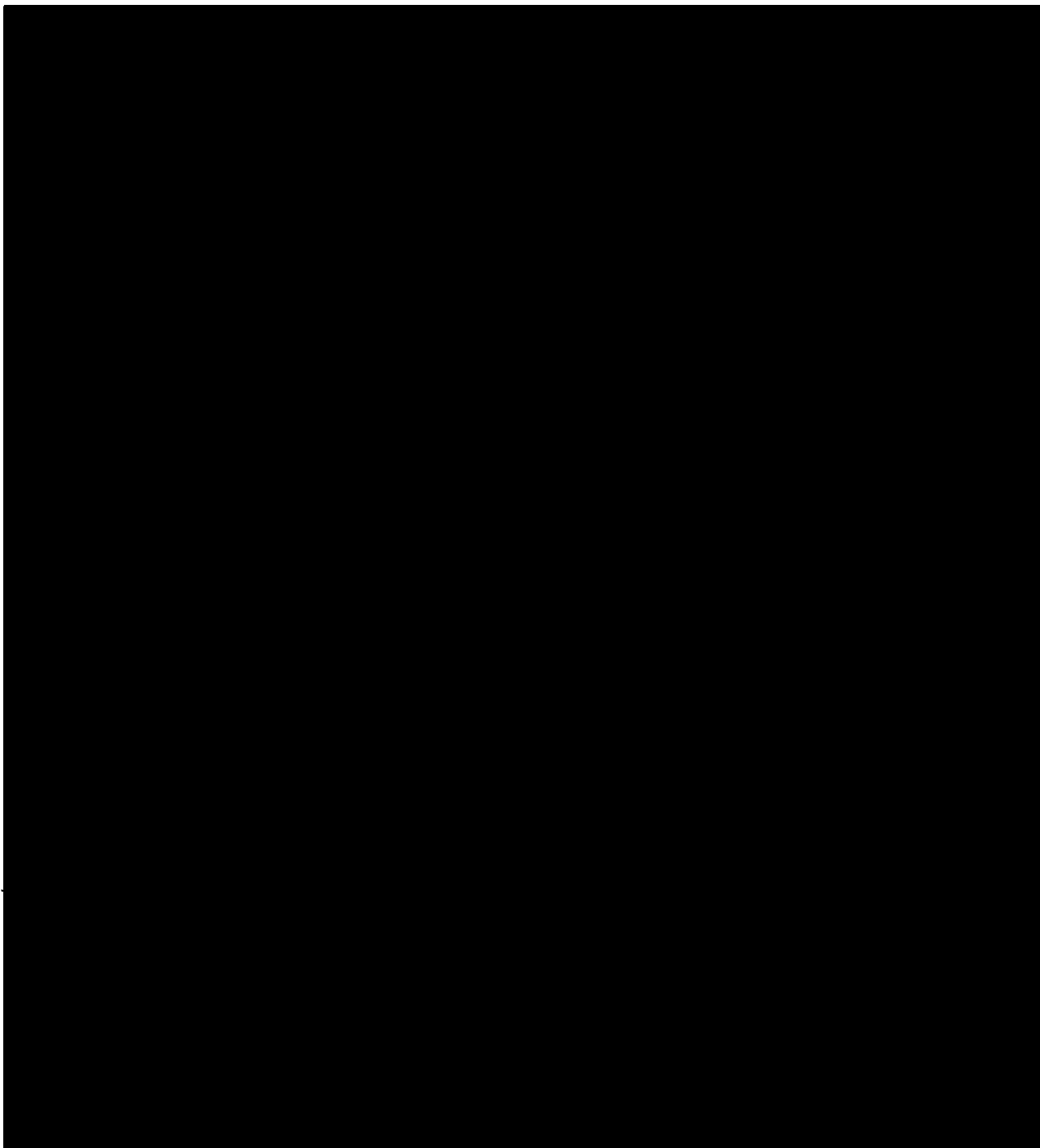
- 1

EXHIBIT 2364
WIT: L. Intner
DATE: 3.25.2013
ANNE TORREANO, CSR #10520

2364.1 INTUIT_056624
Confidential







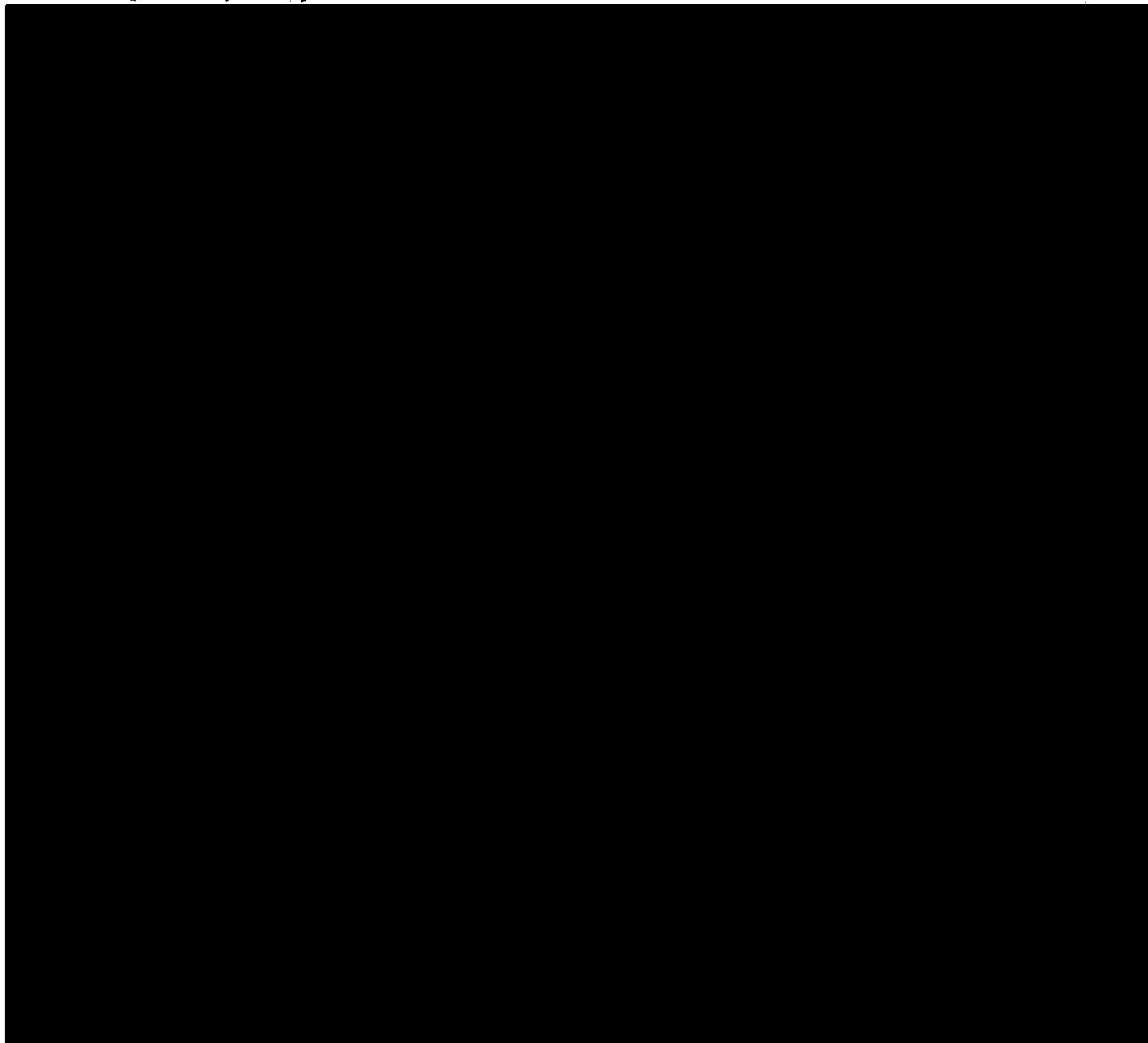
2.5 [Intentionally Omitted]



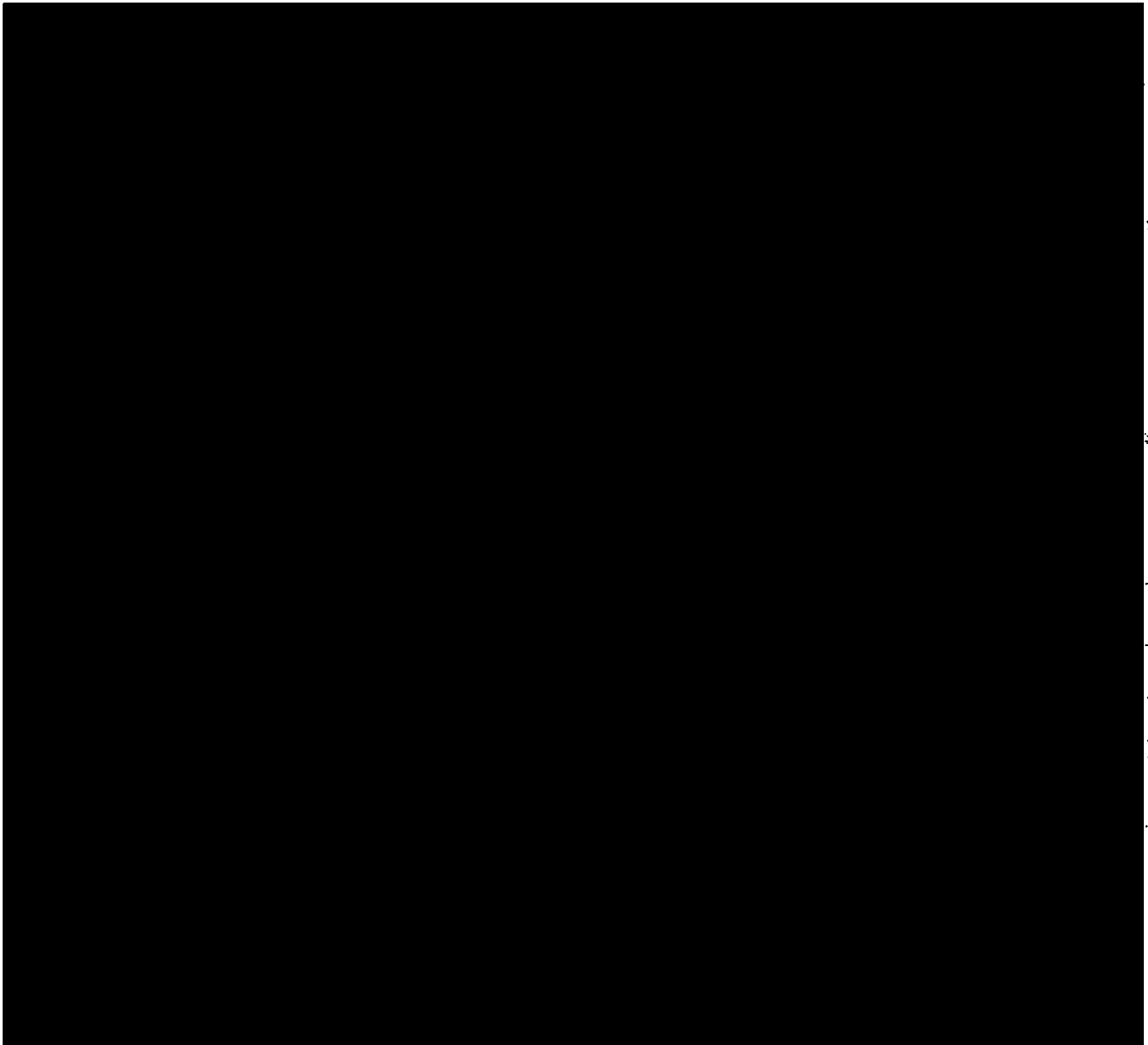
2364.4
INTUIT_056627
Confidential



2.7 [Intentionally Omitted]



3 MARKETING, DISTRIBUTION AND PROMOTIONAL ACTIVITIES.



5.2 [Intentionally Omitted]

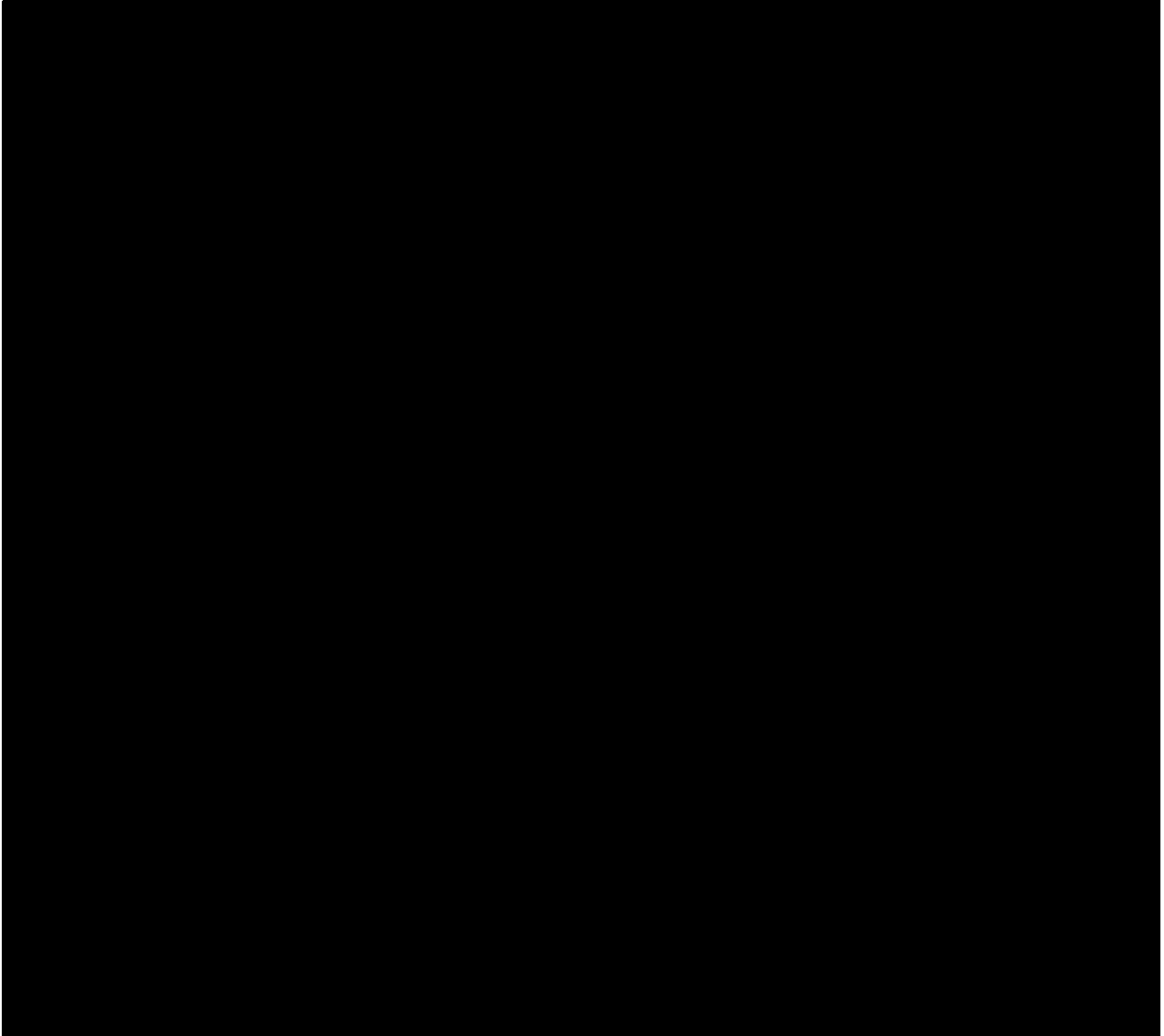
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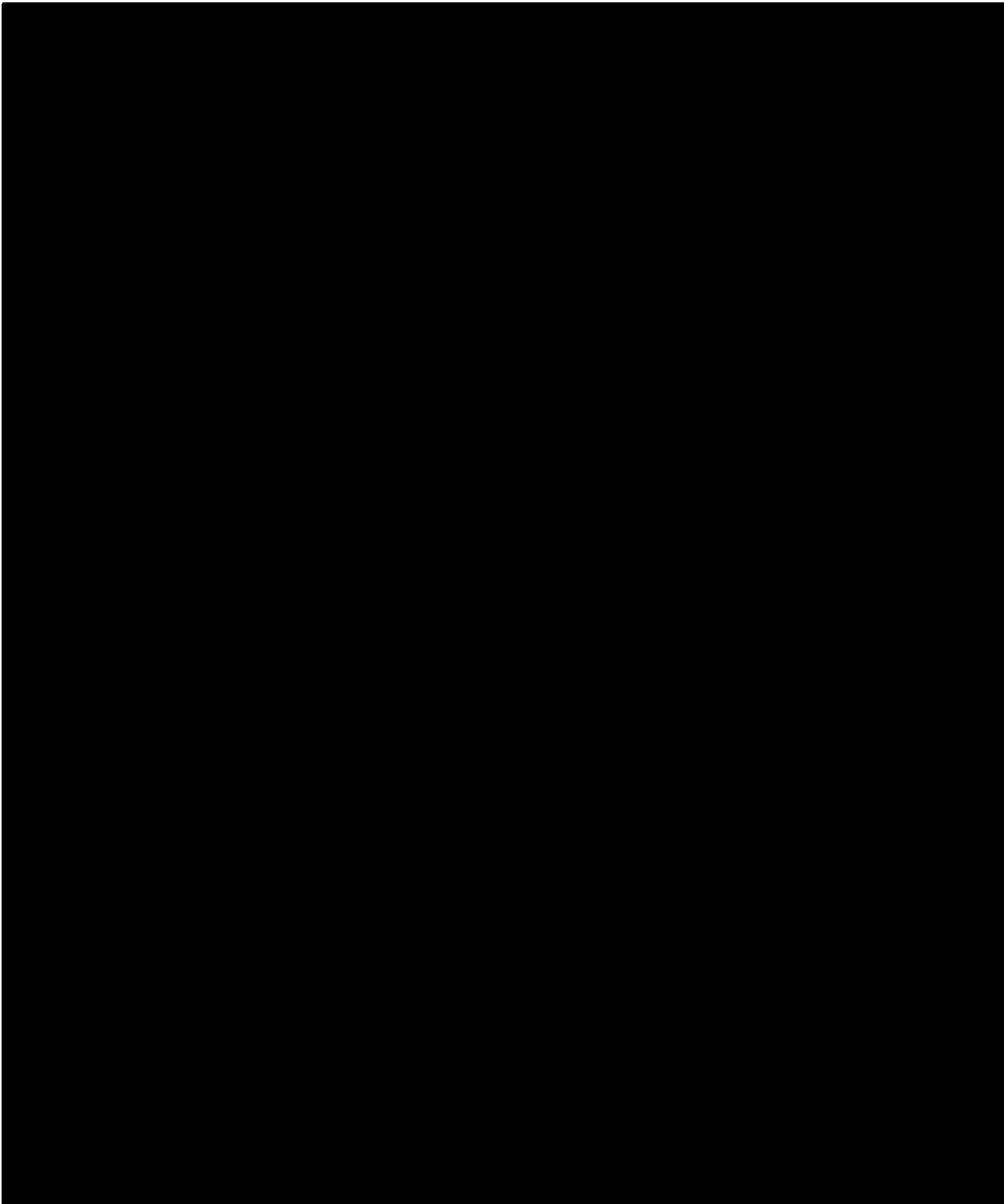
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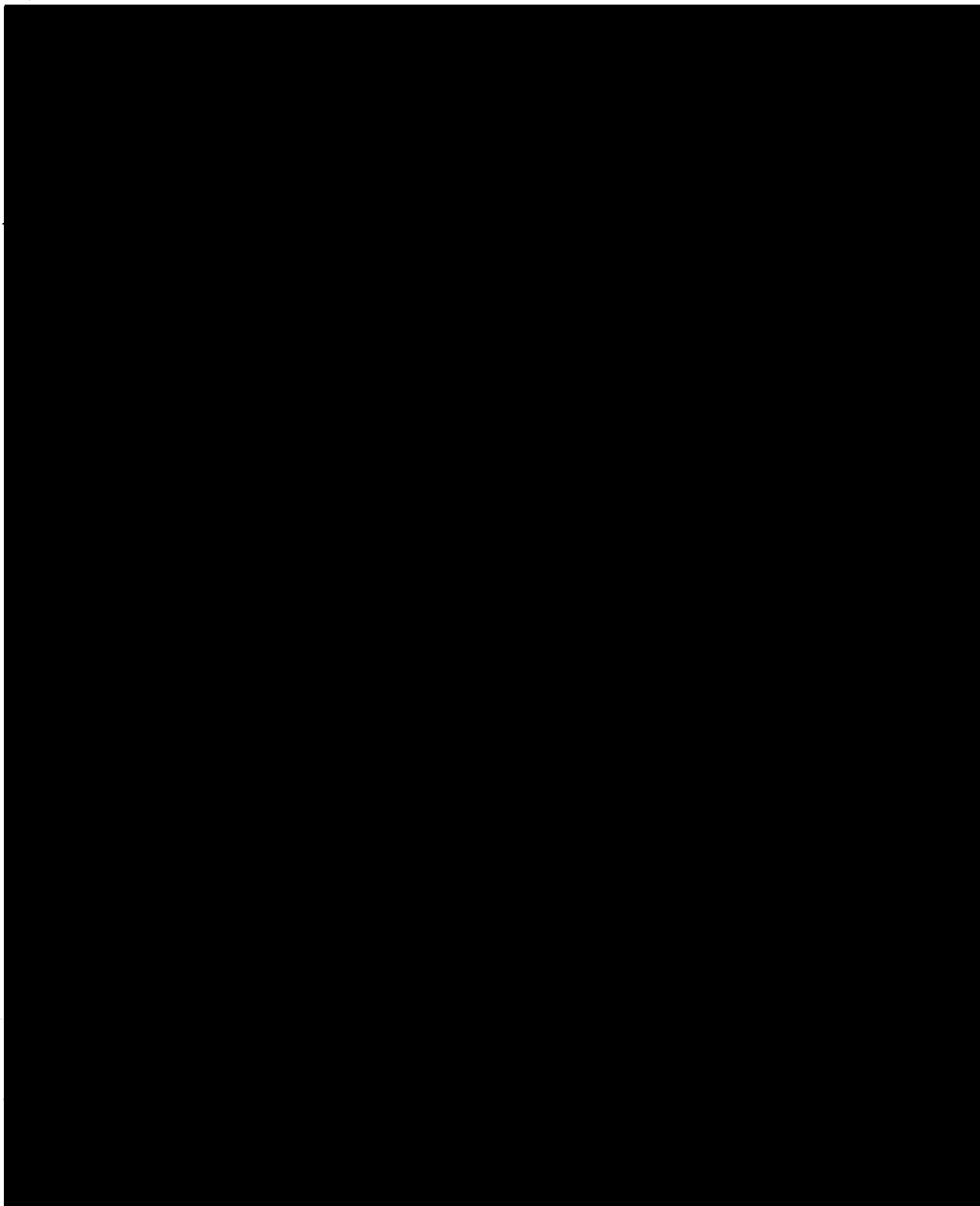
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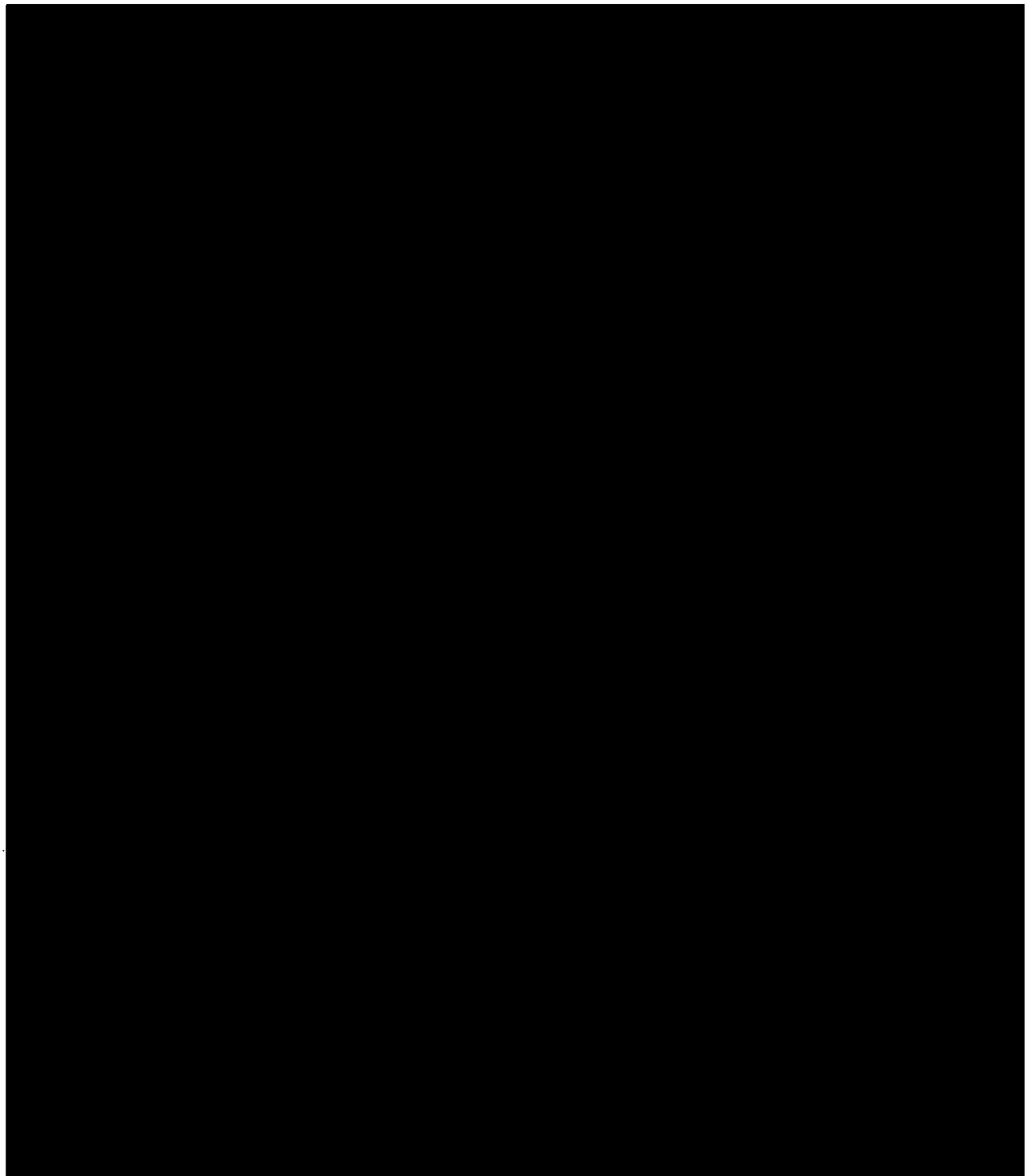


6.2 [Intentionally Omitted]

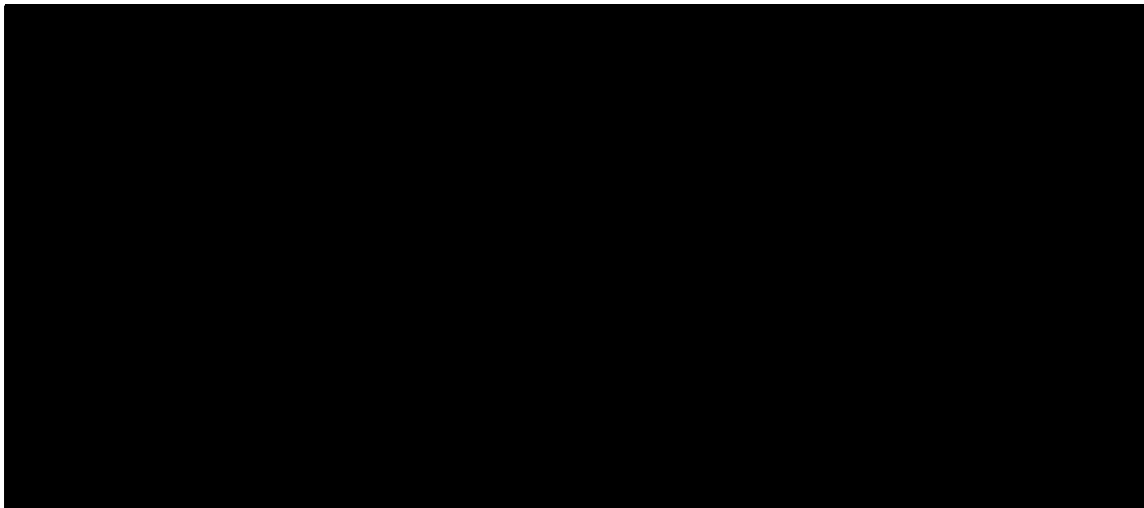




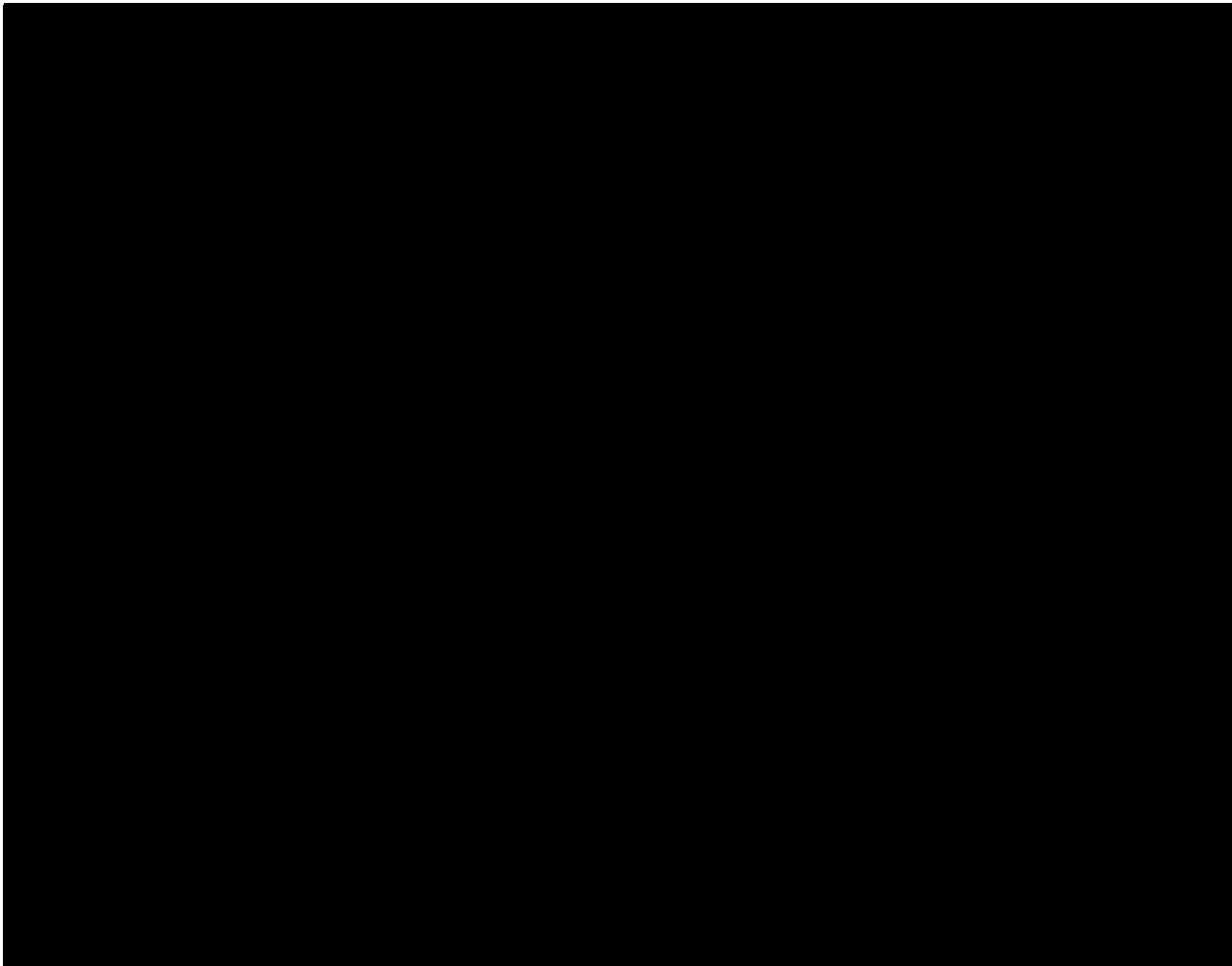


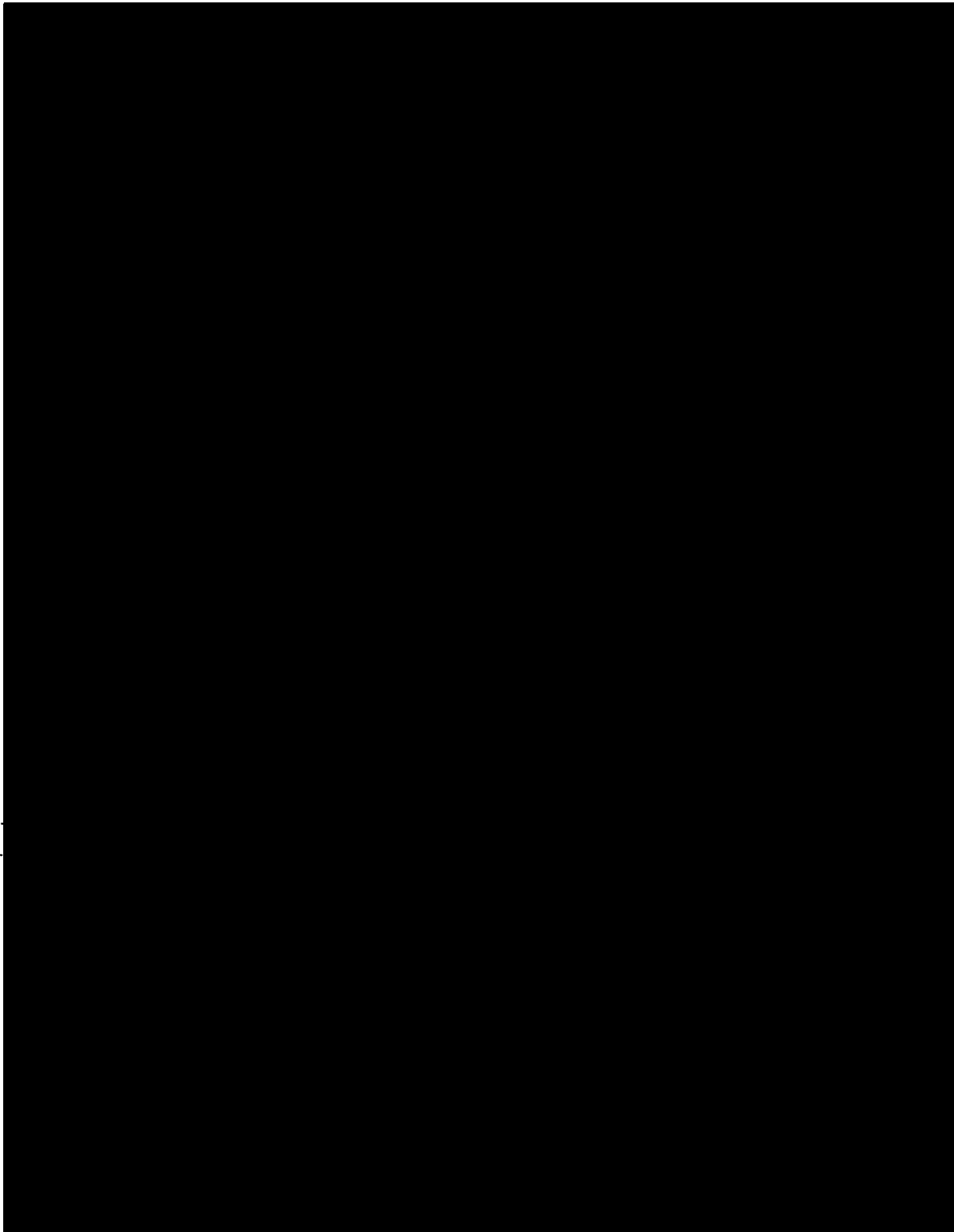


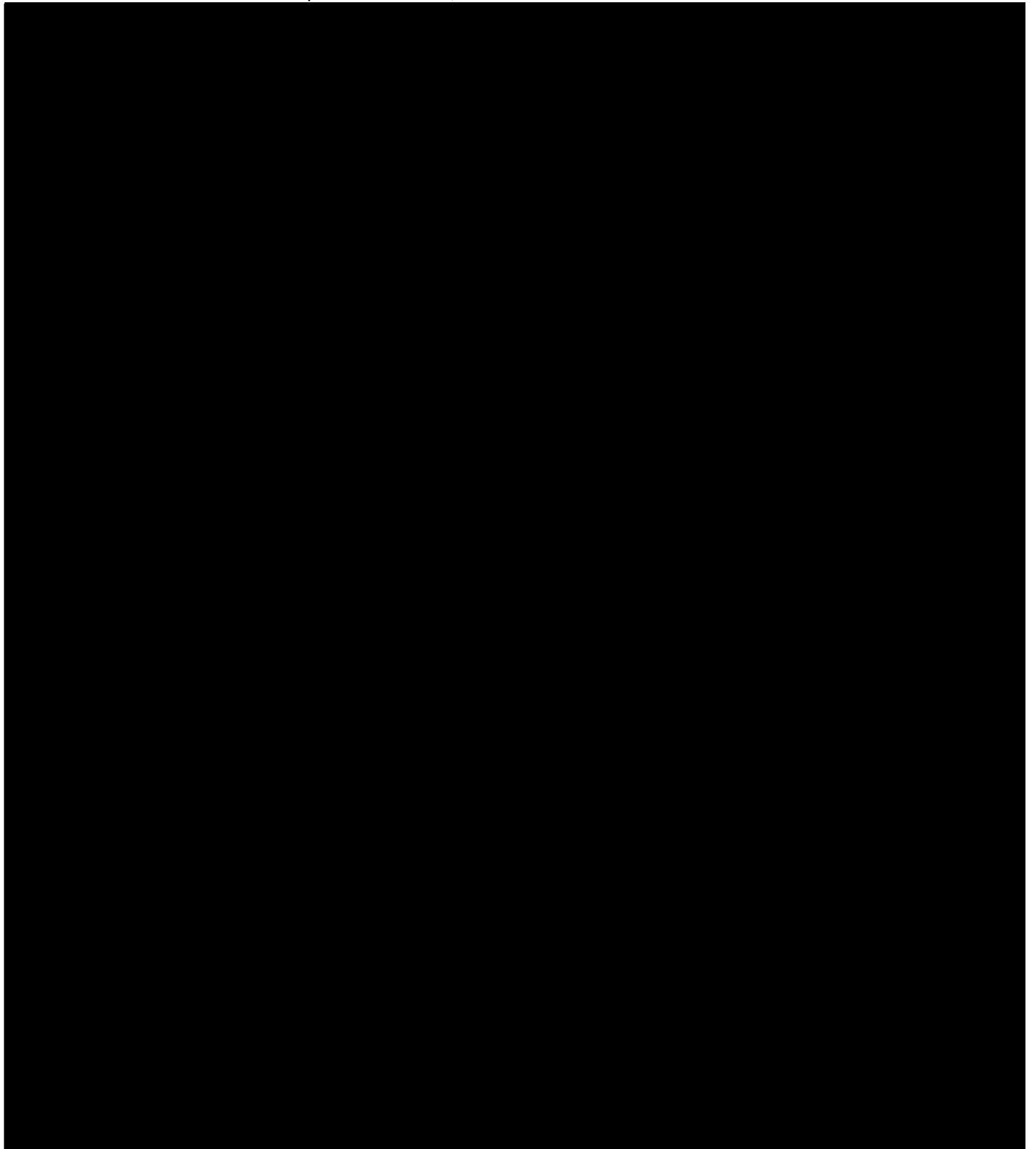
9.5.3 [Intentionally Omitted]



11 CONFIDENTIALITY.

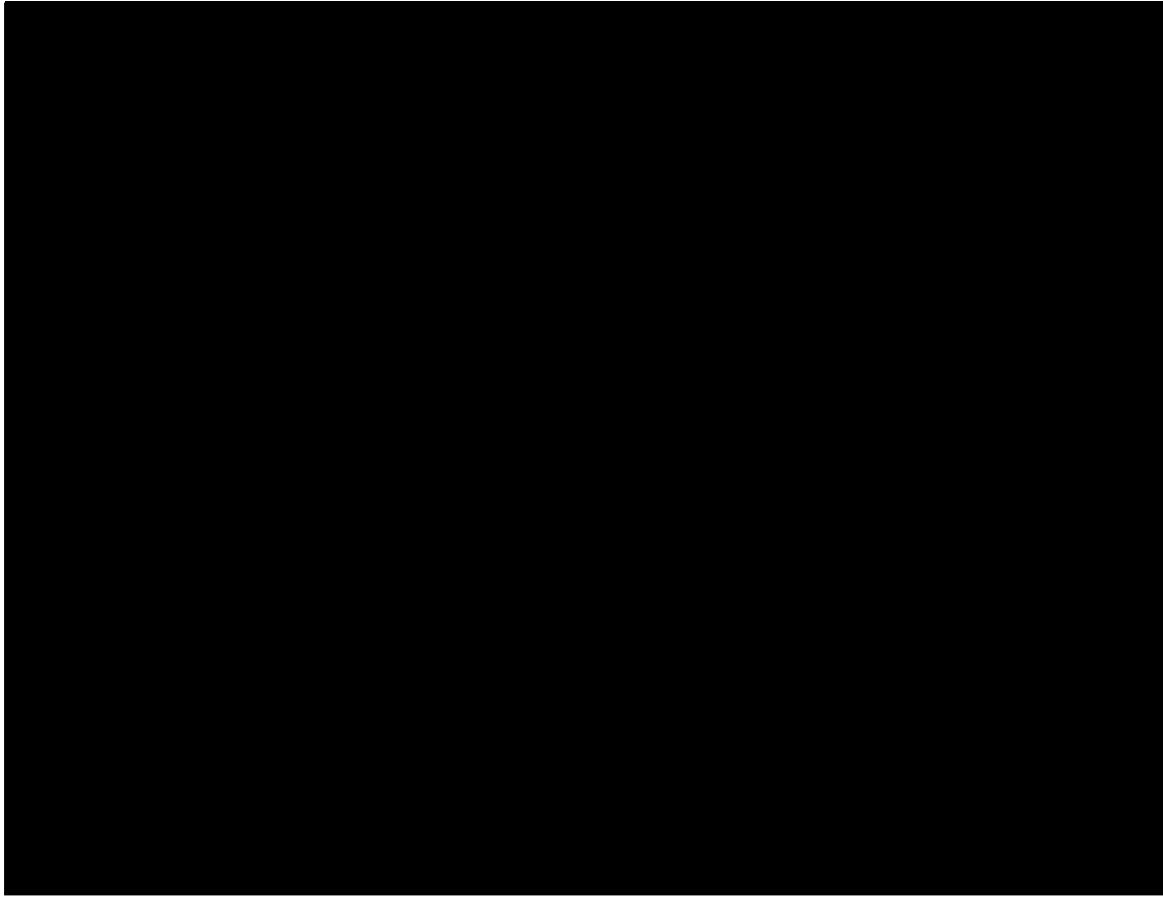




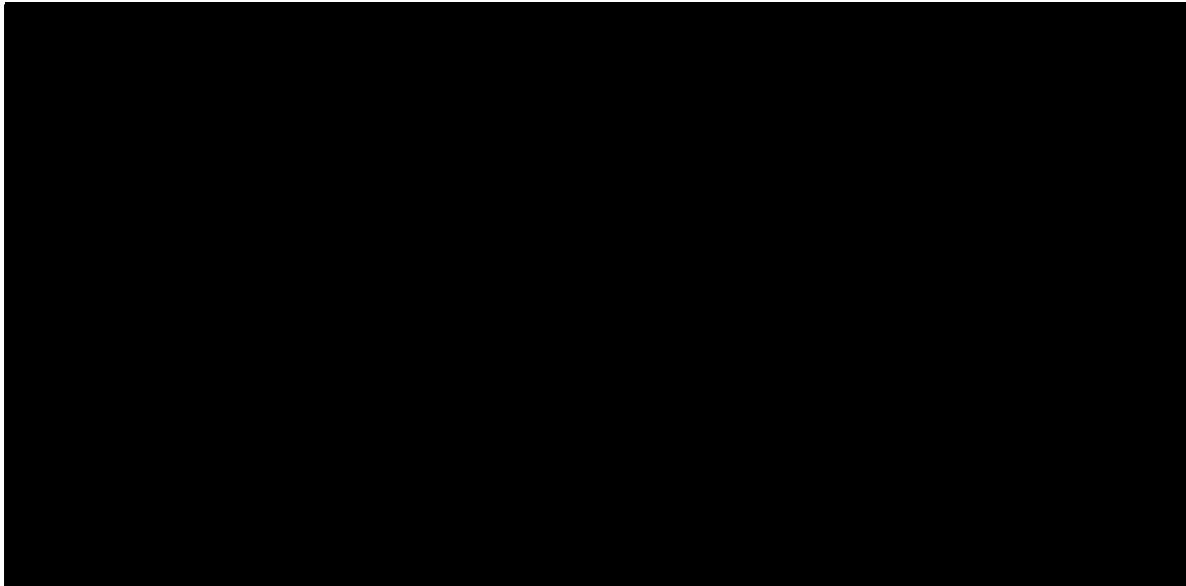


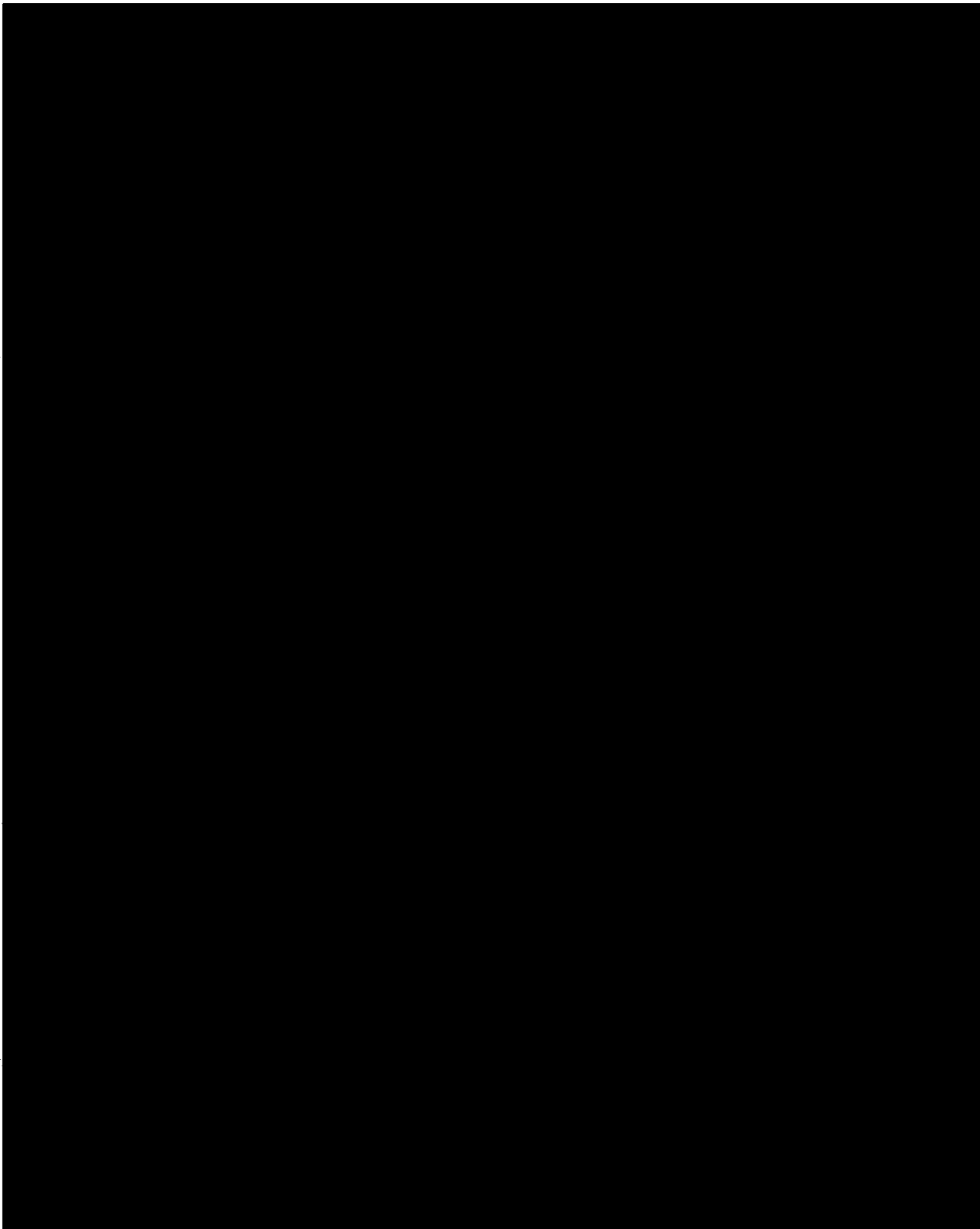
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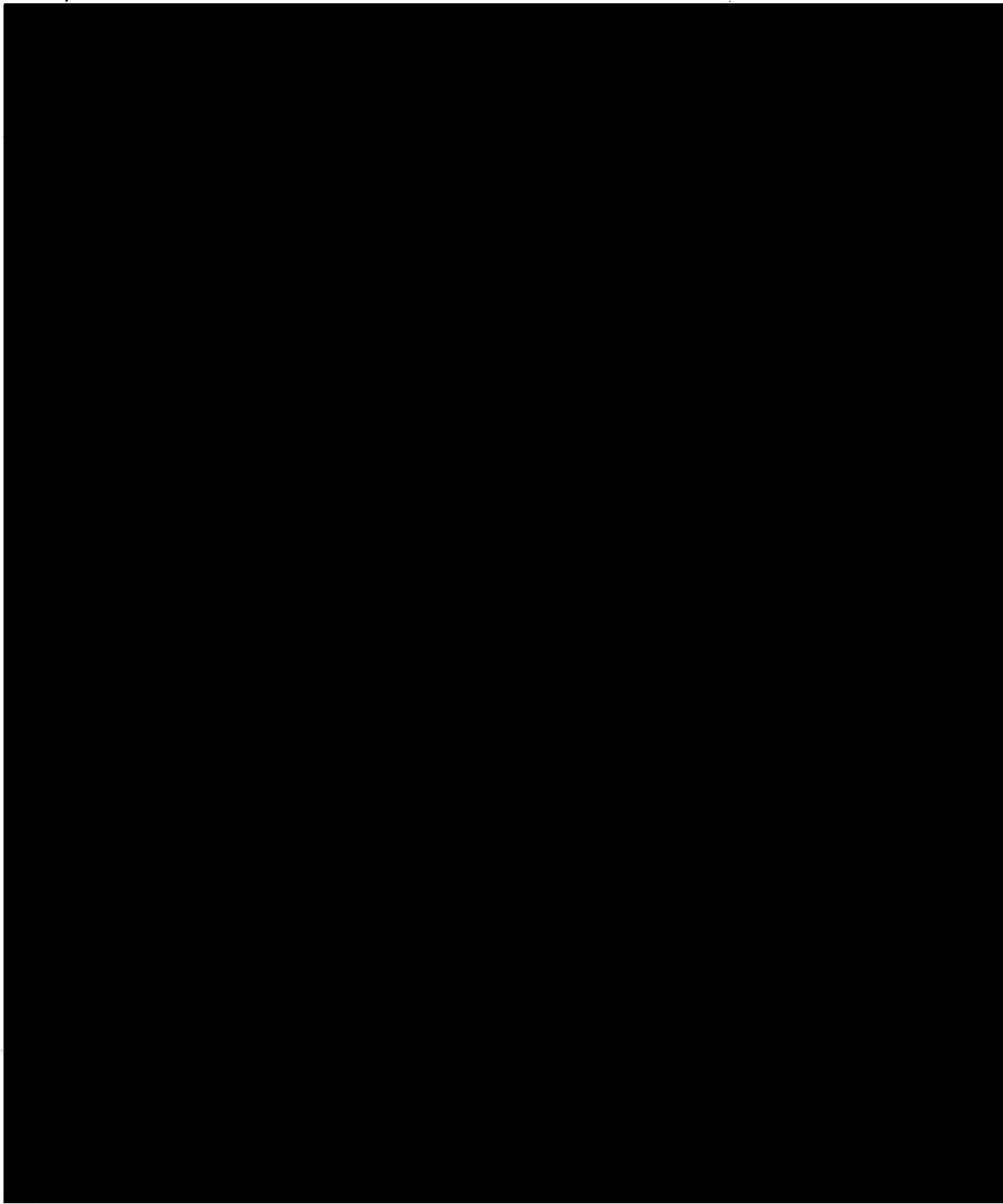
INTUIT_056636
Confidential

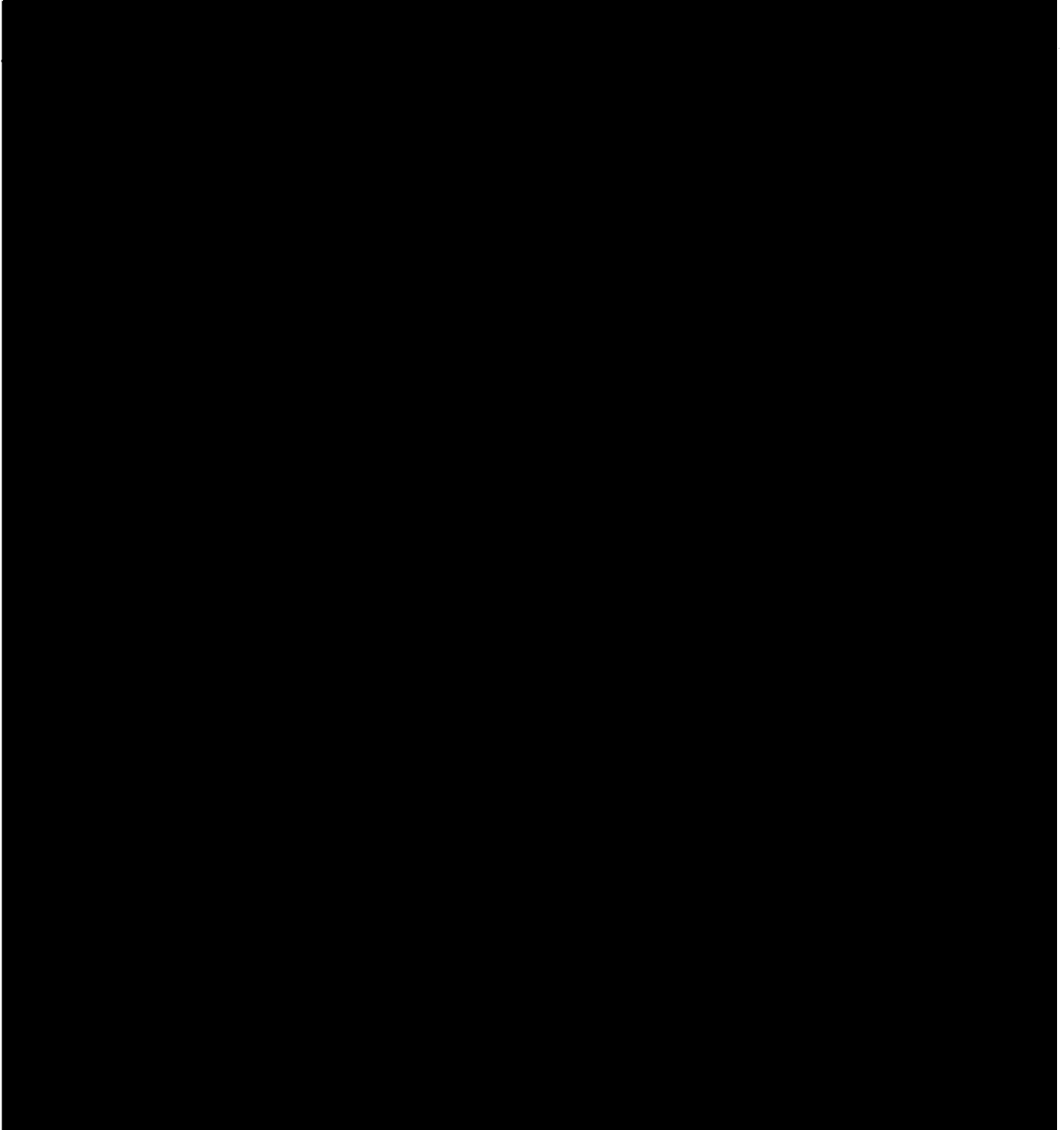


15 TERM AND TERMINATION.









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INTUIT_056640
Confidential

AGREED TO AND ACCEPTED:

Google Inc.

By: [Signature]
Name: David Fischer
Title: VP, Online Sales & Ops

Intuit Inc.

By: [Signature]
Name: Steven Aldrich
Title: VP, Intuit



10/22/07

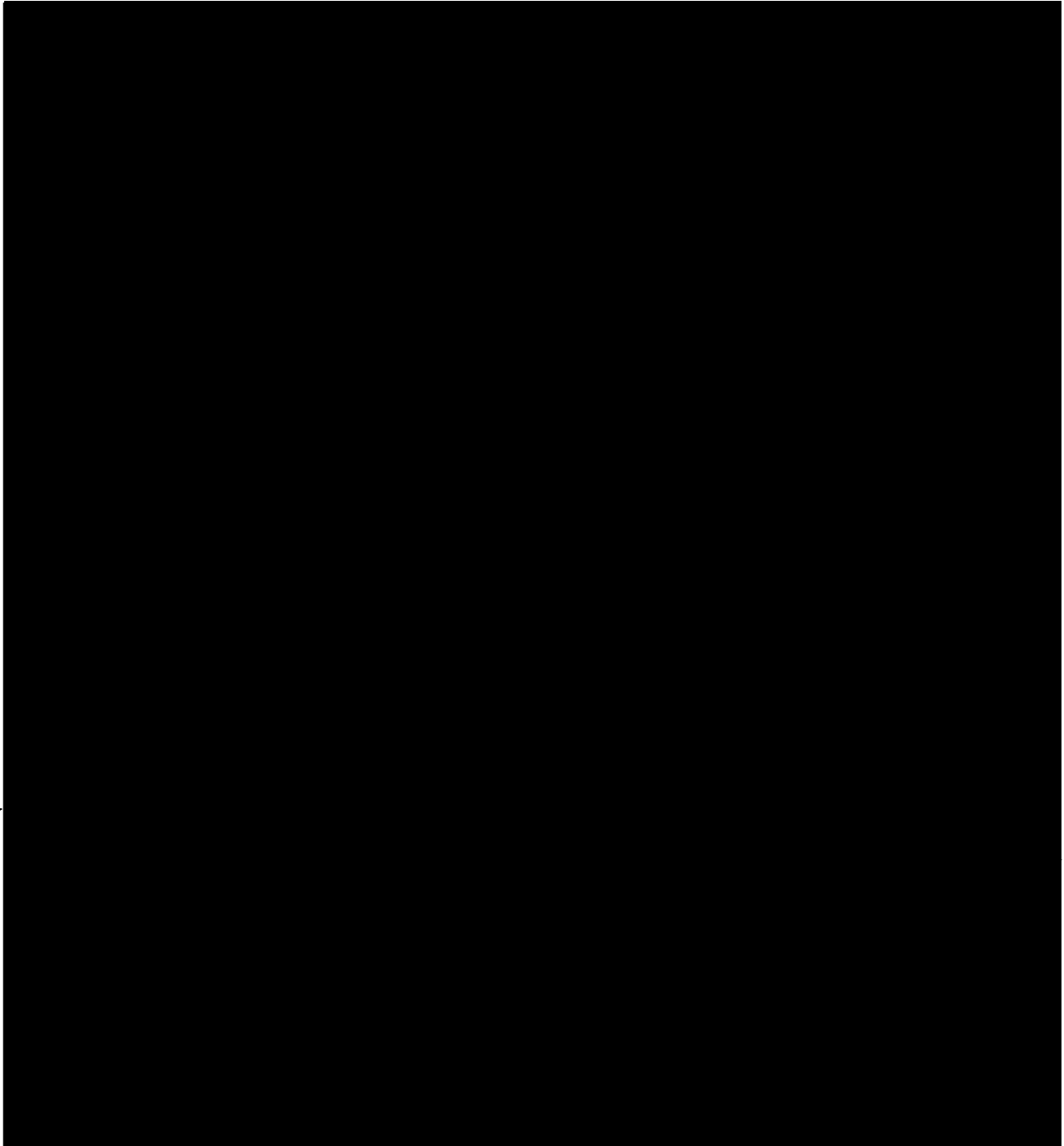
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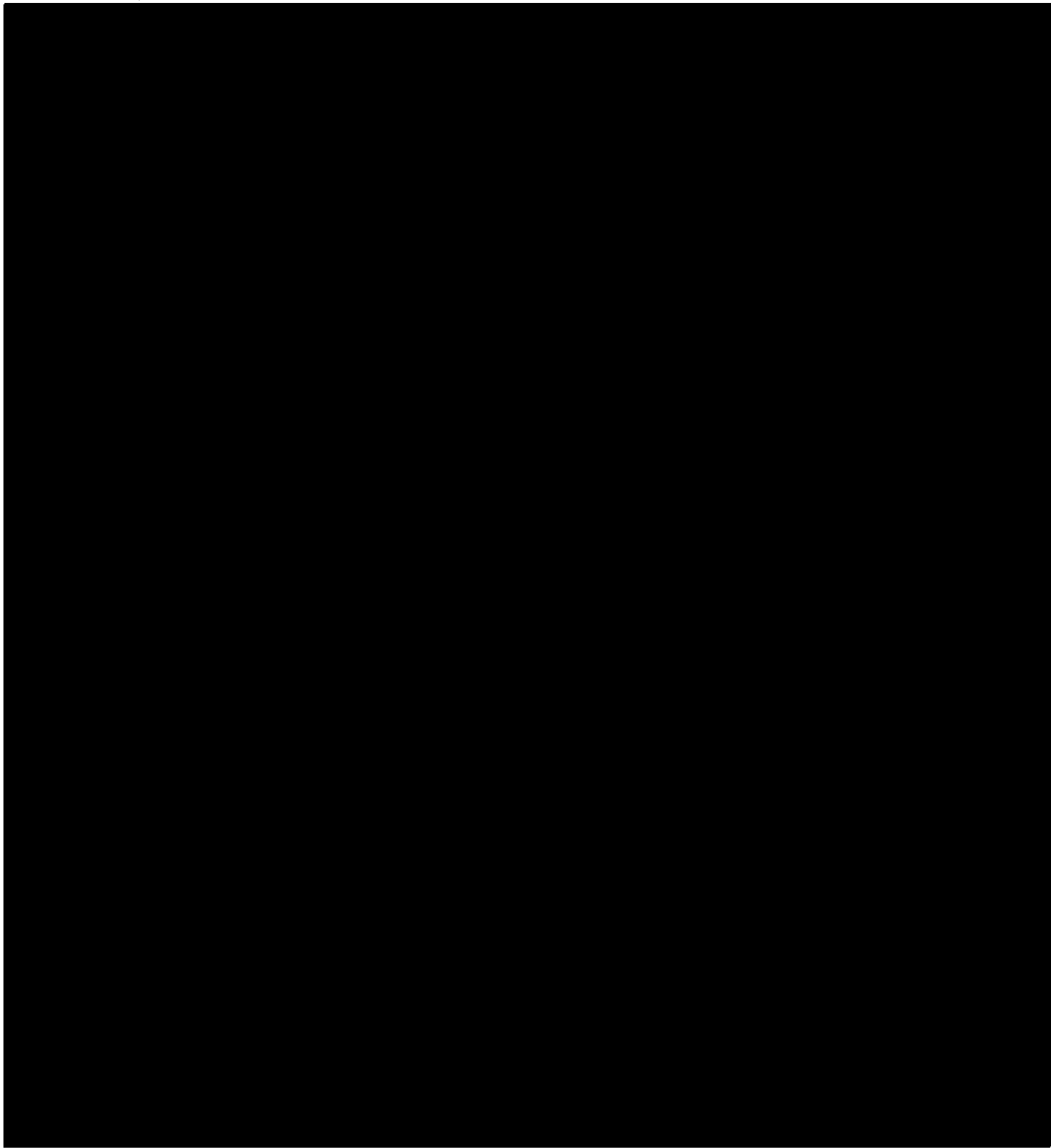
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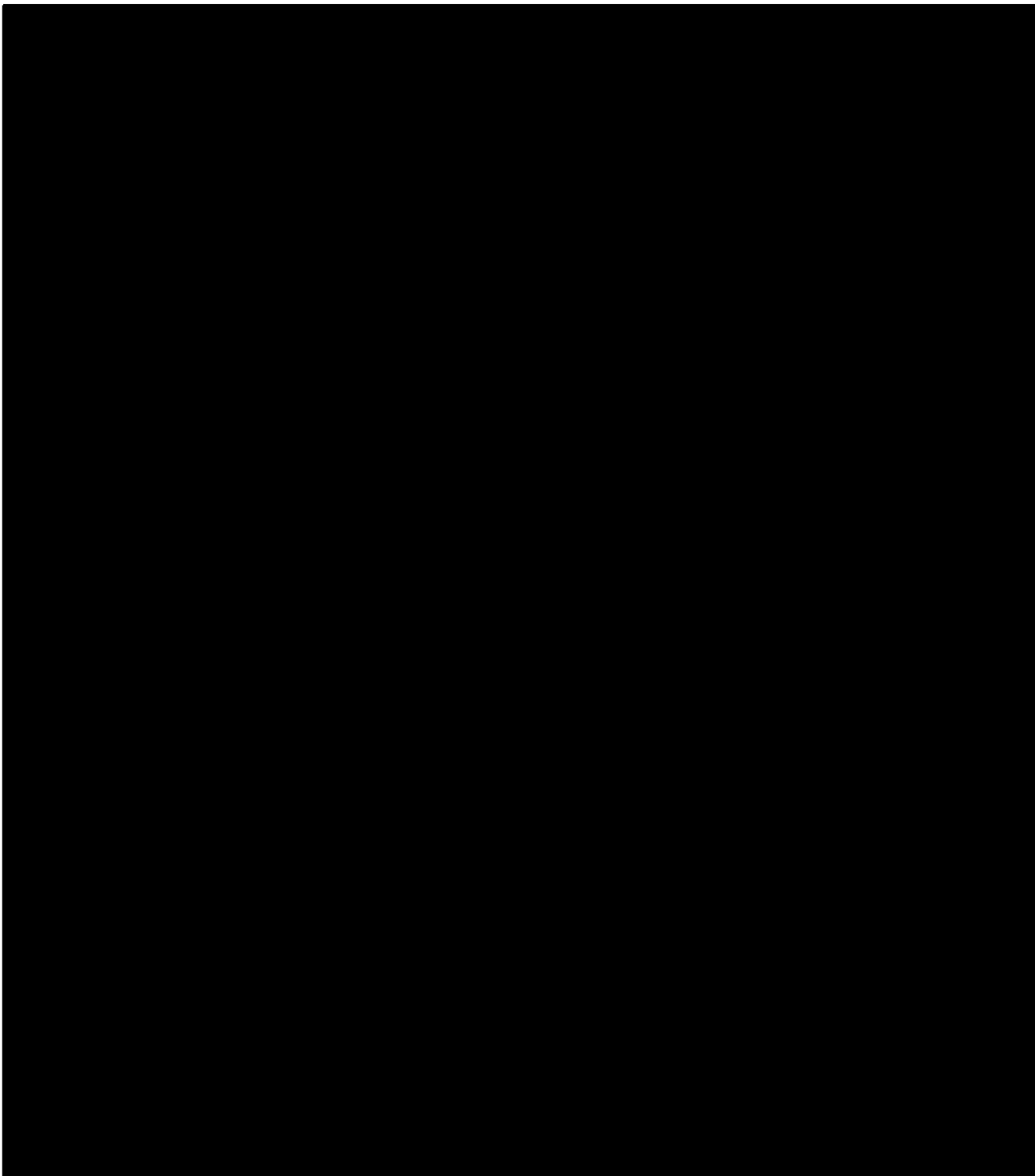
Index of Exhibits

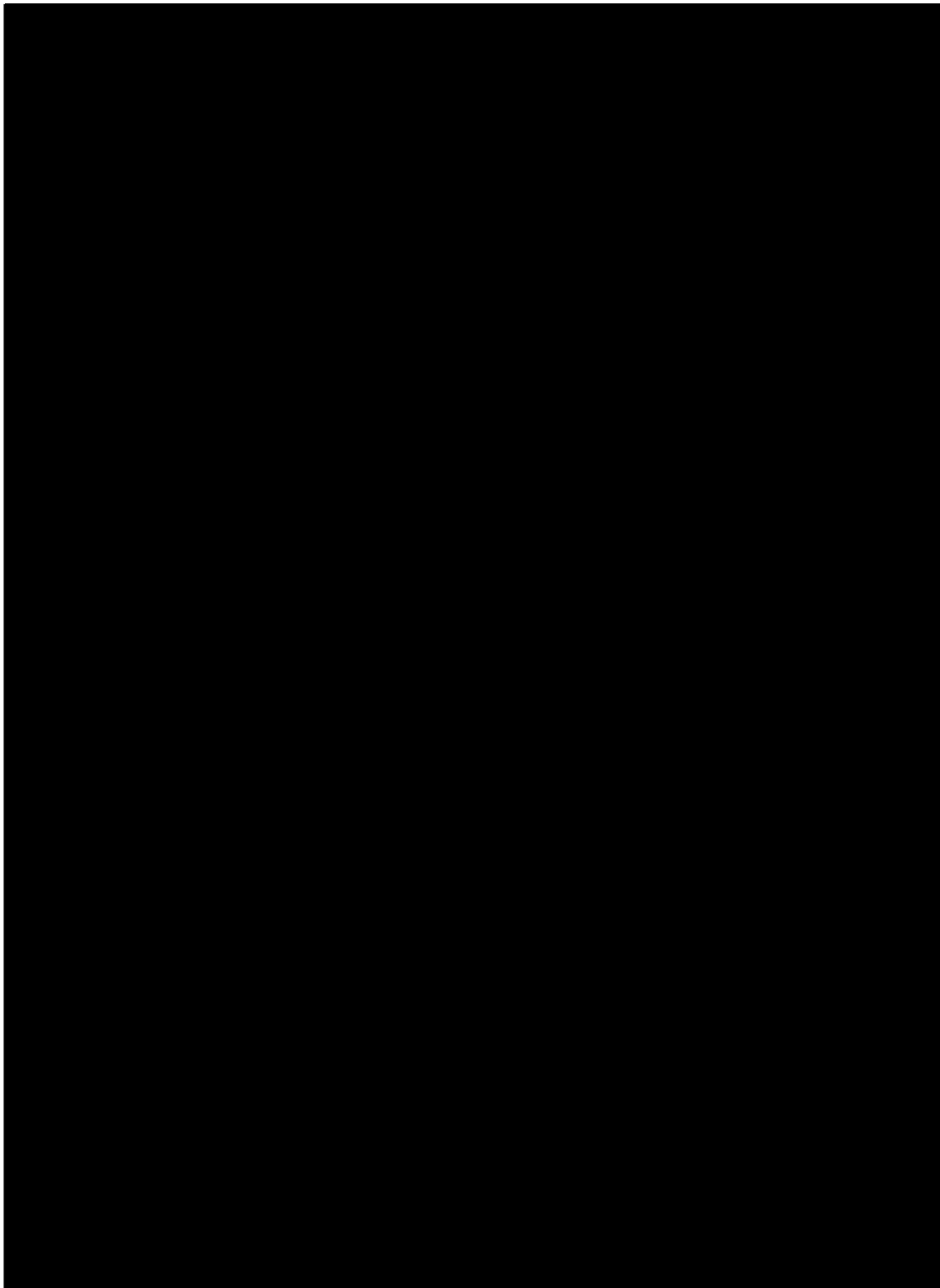


Exhibit A



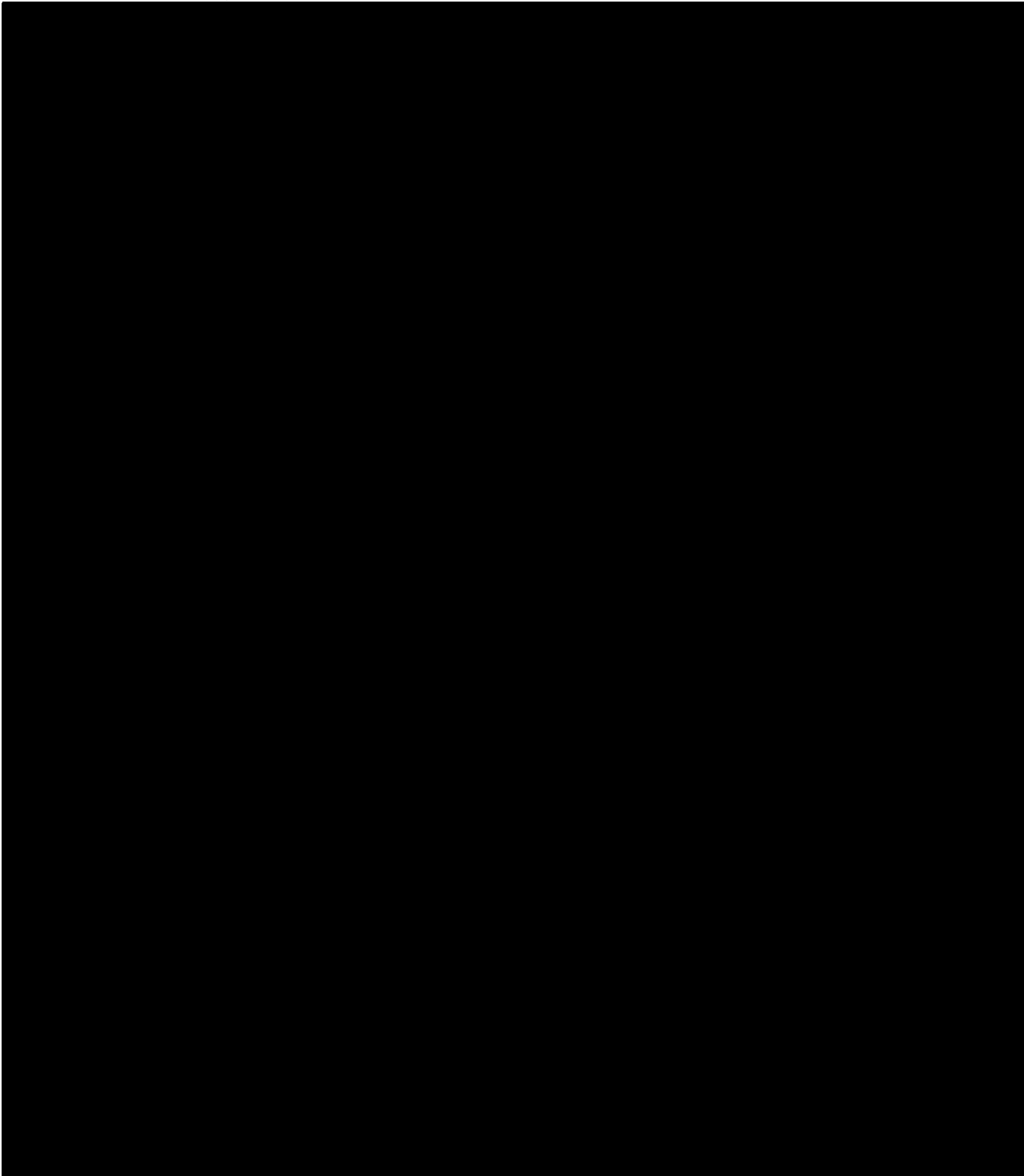


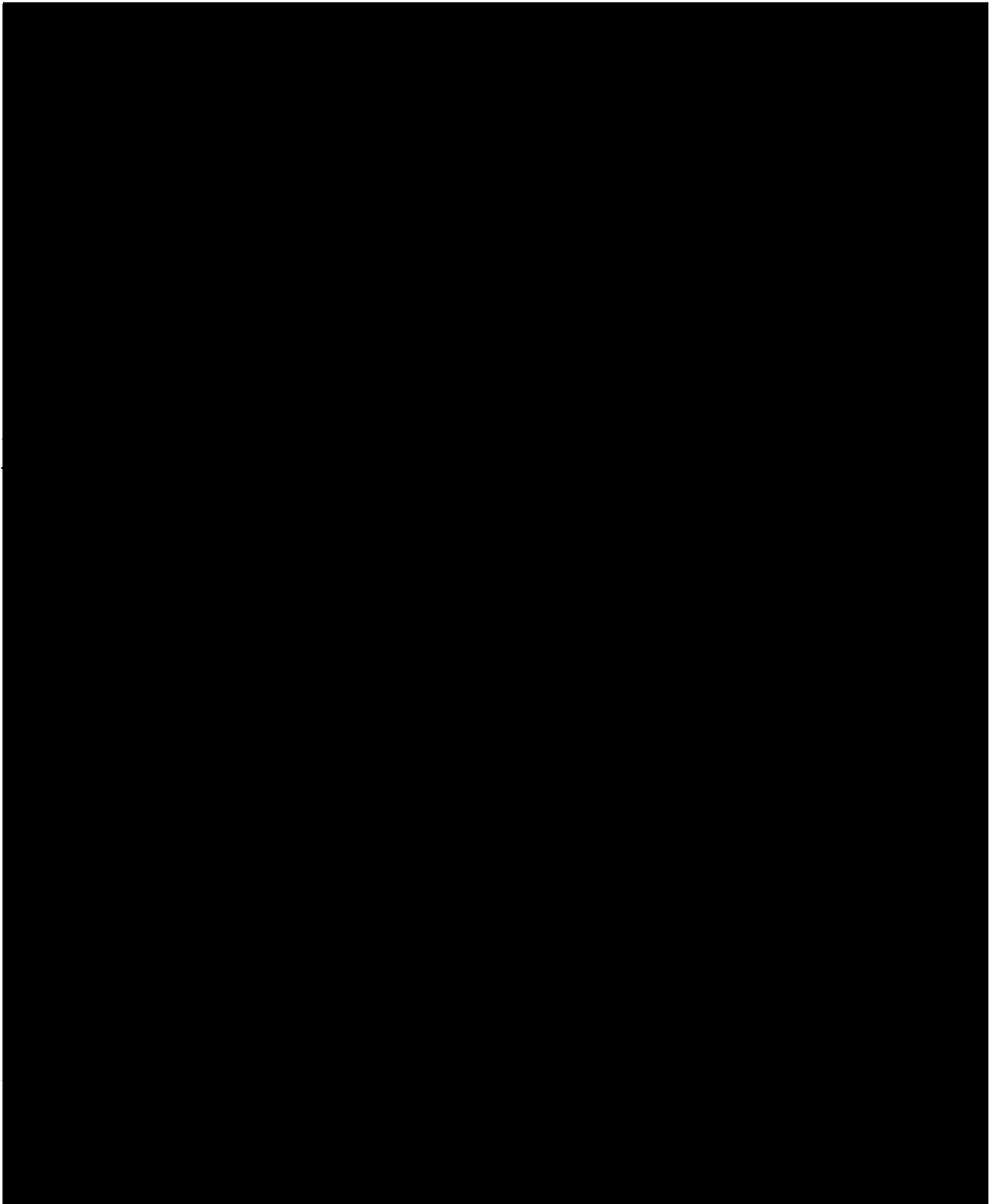


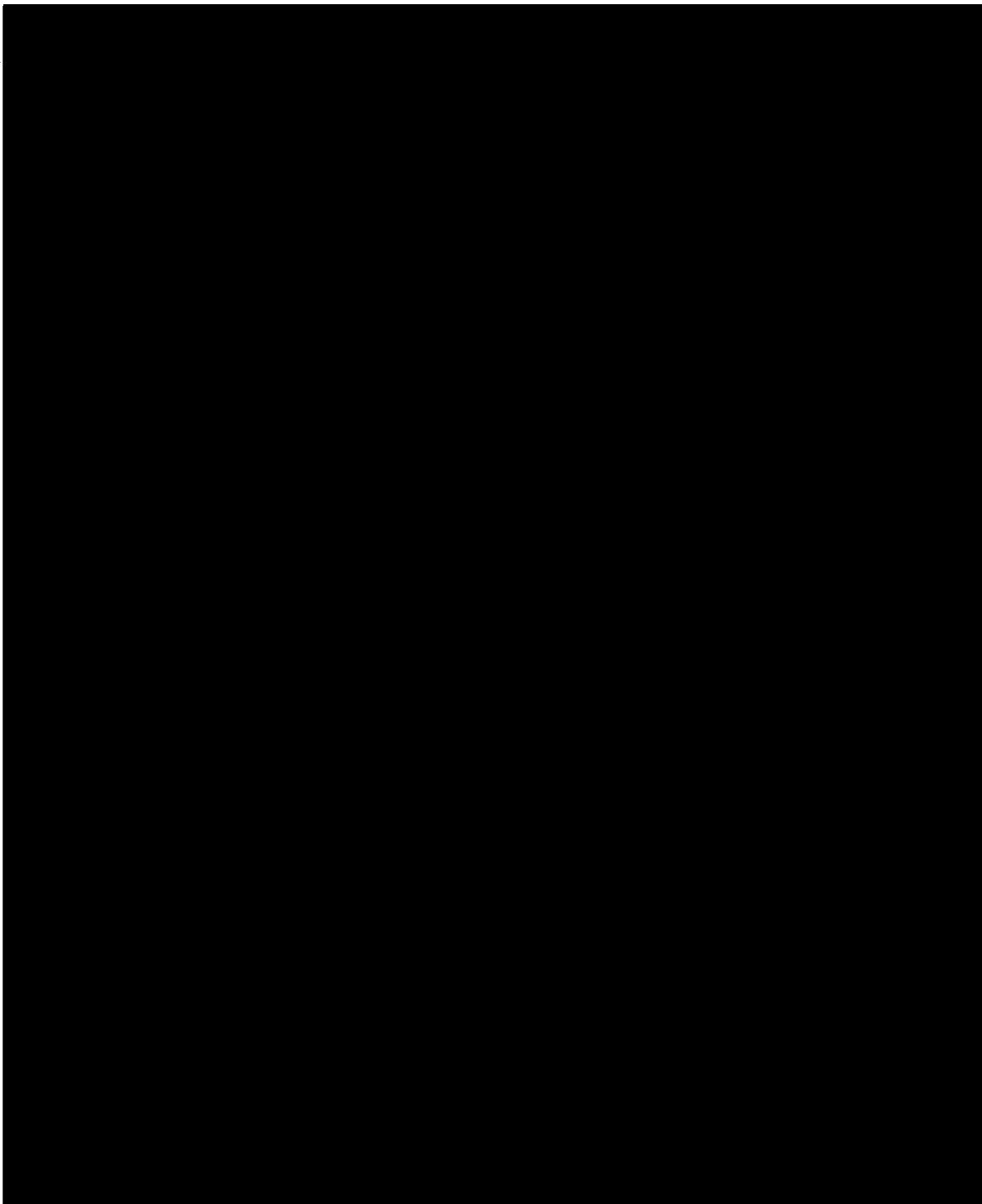


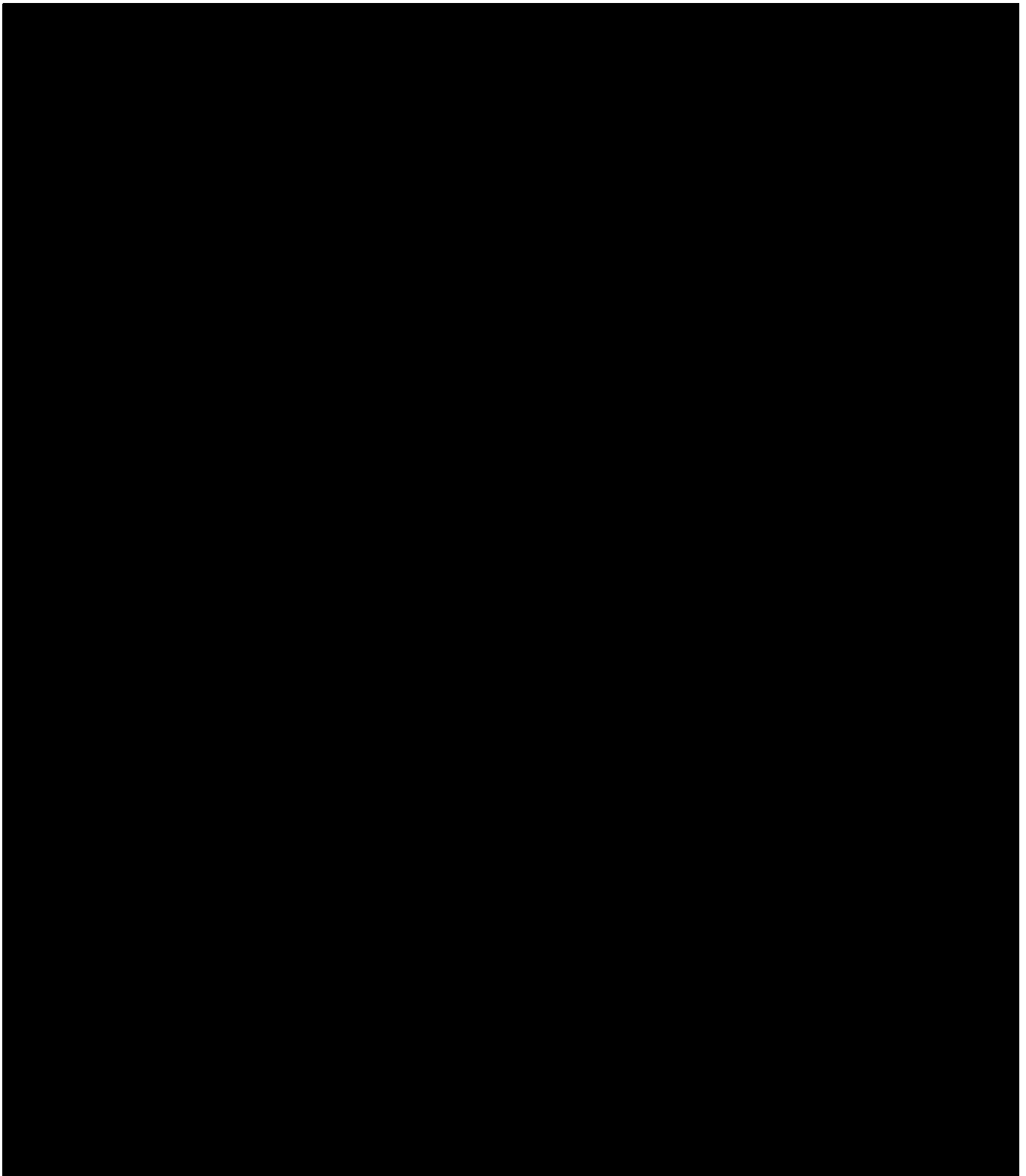
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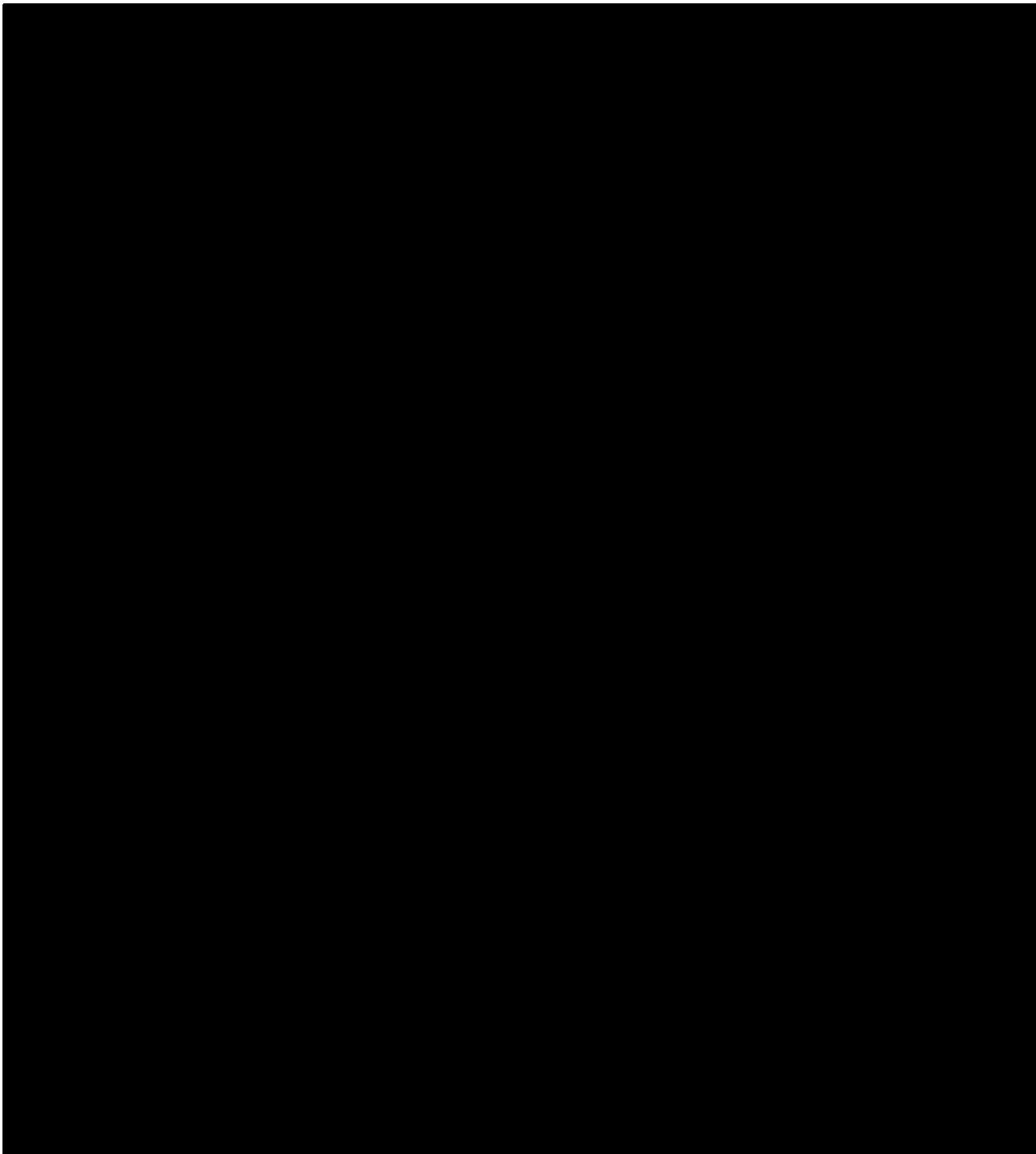
INTUIT_056646
Confidential

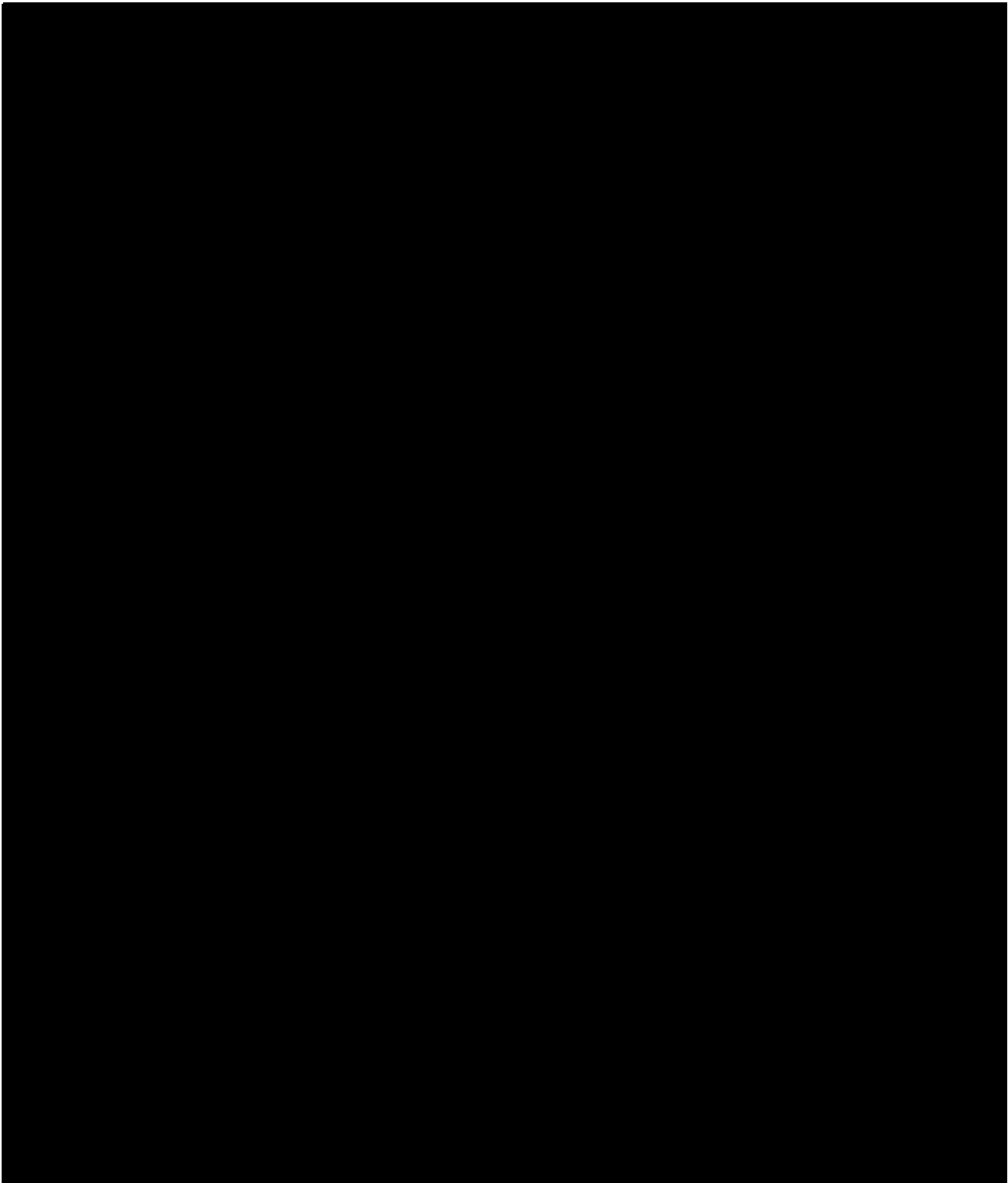


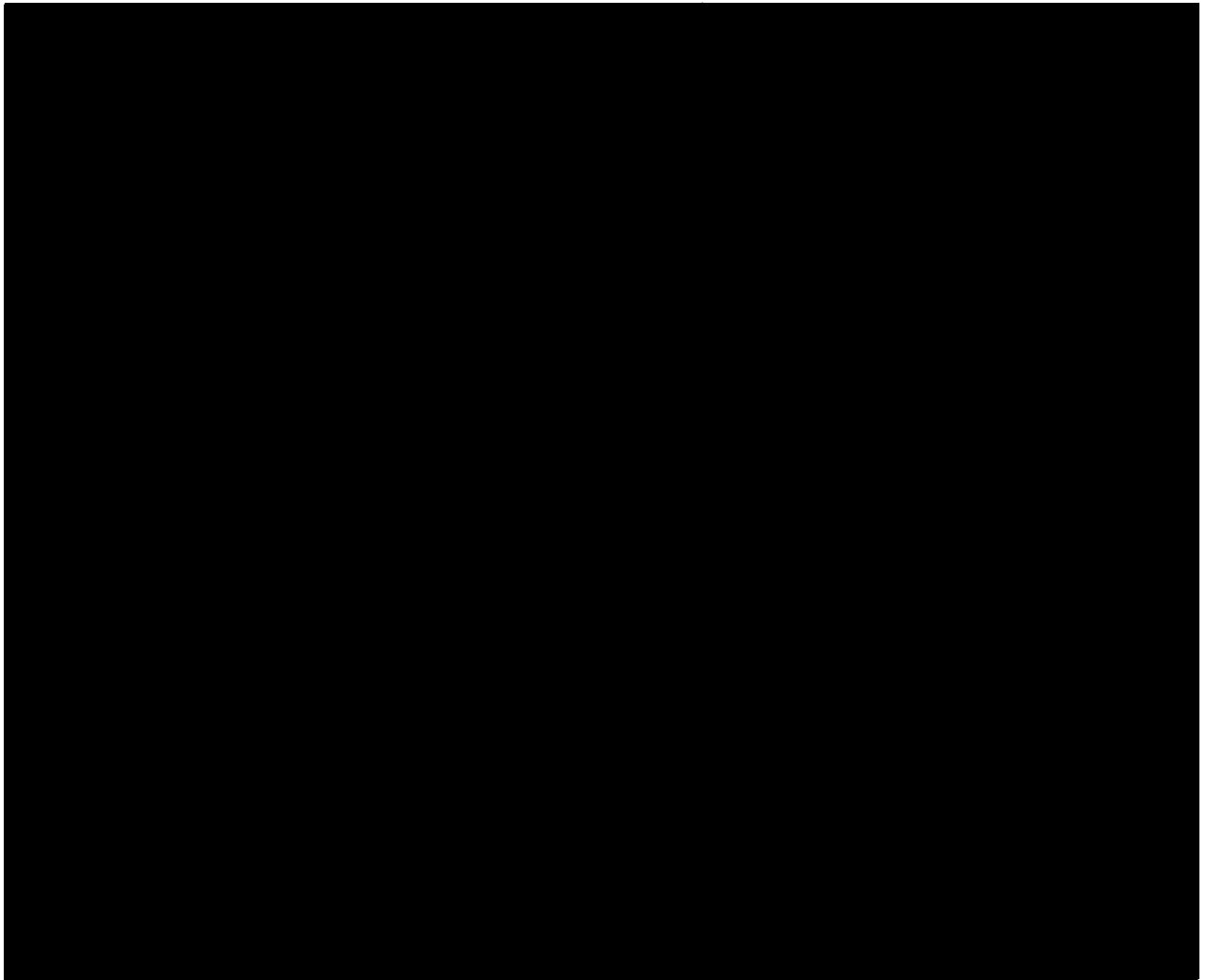


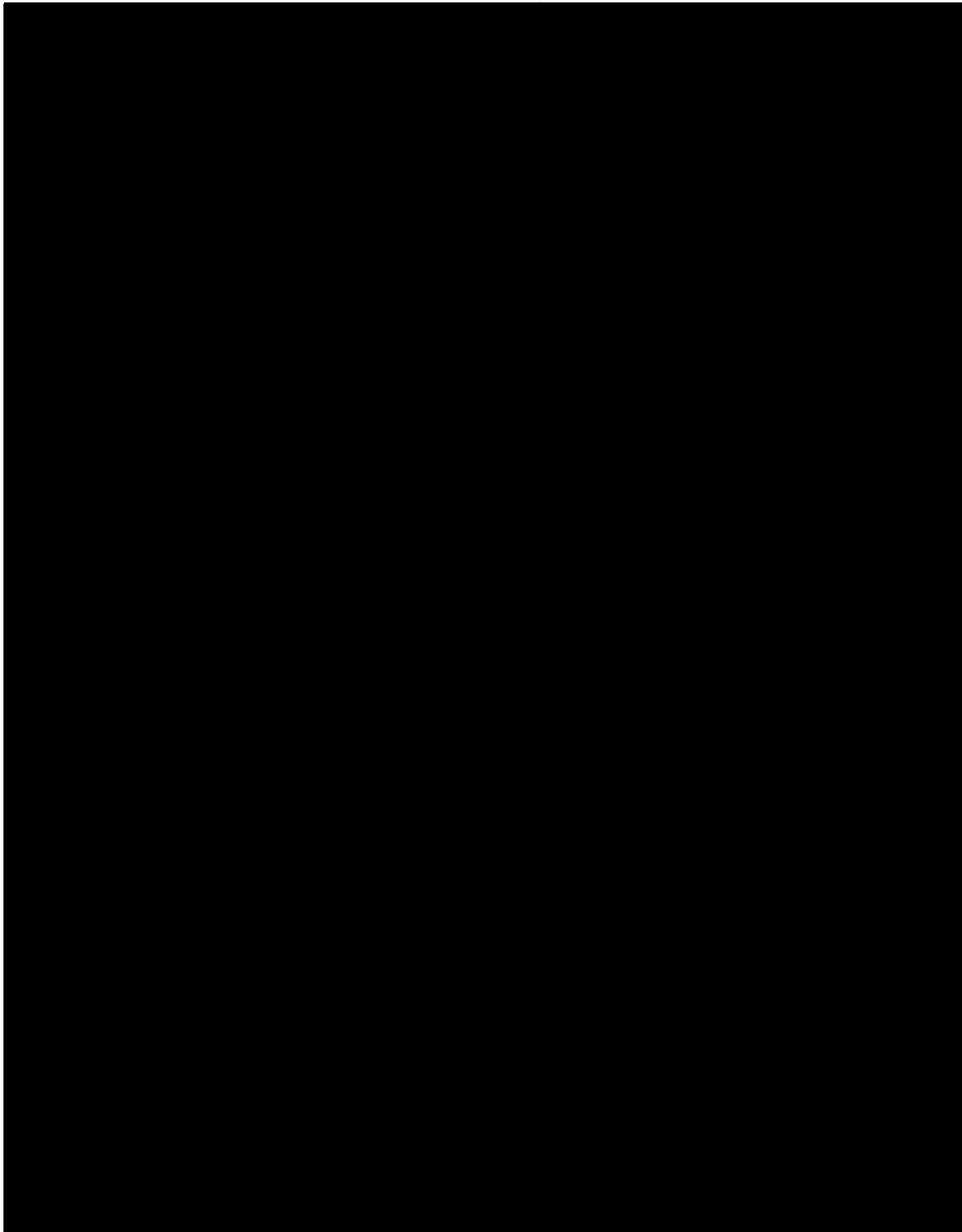


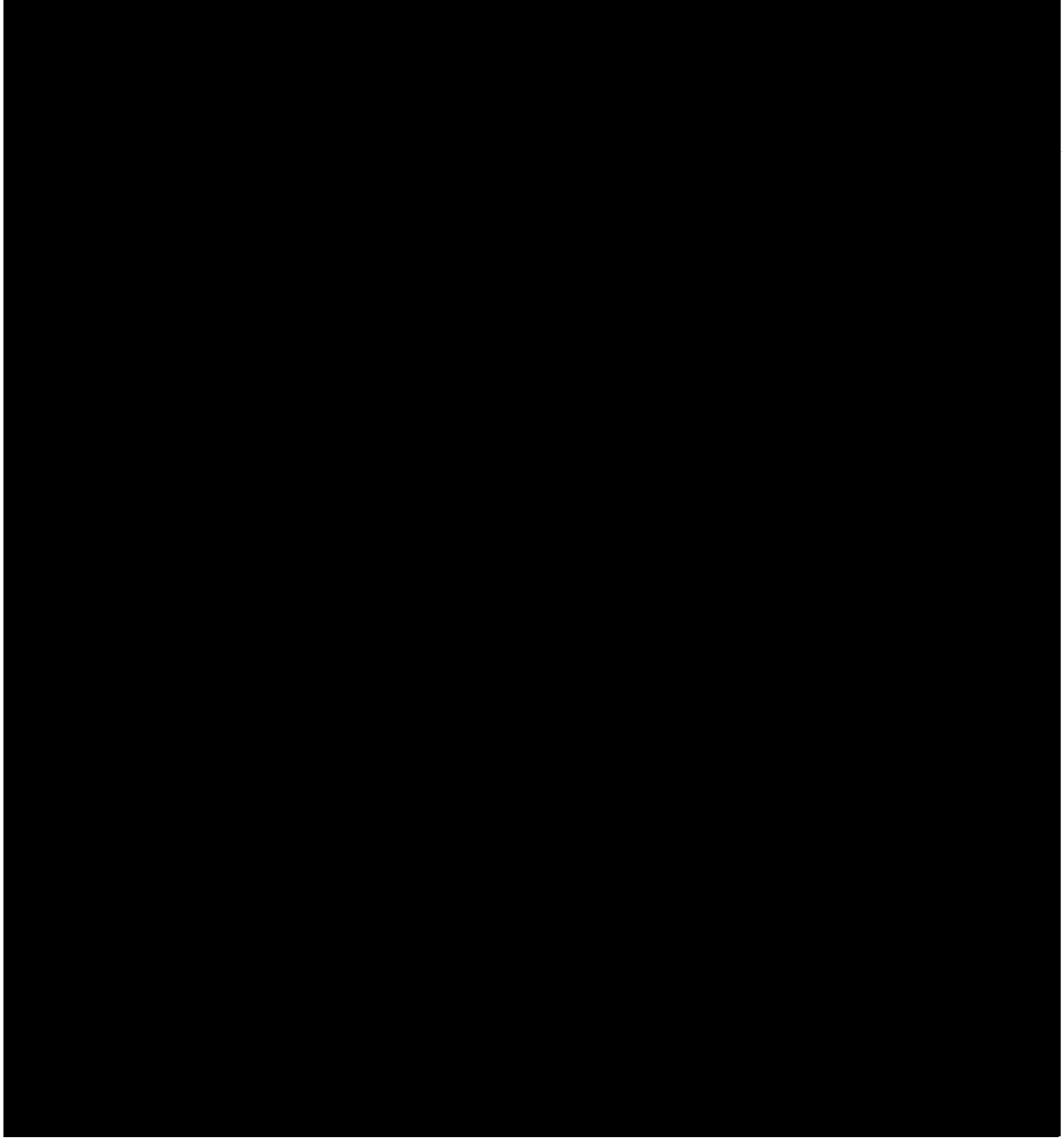


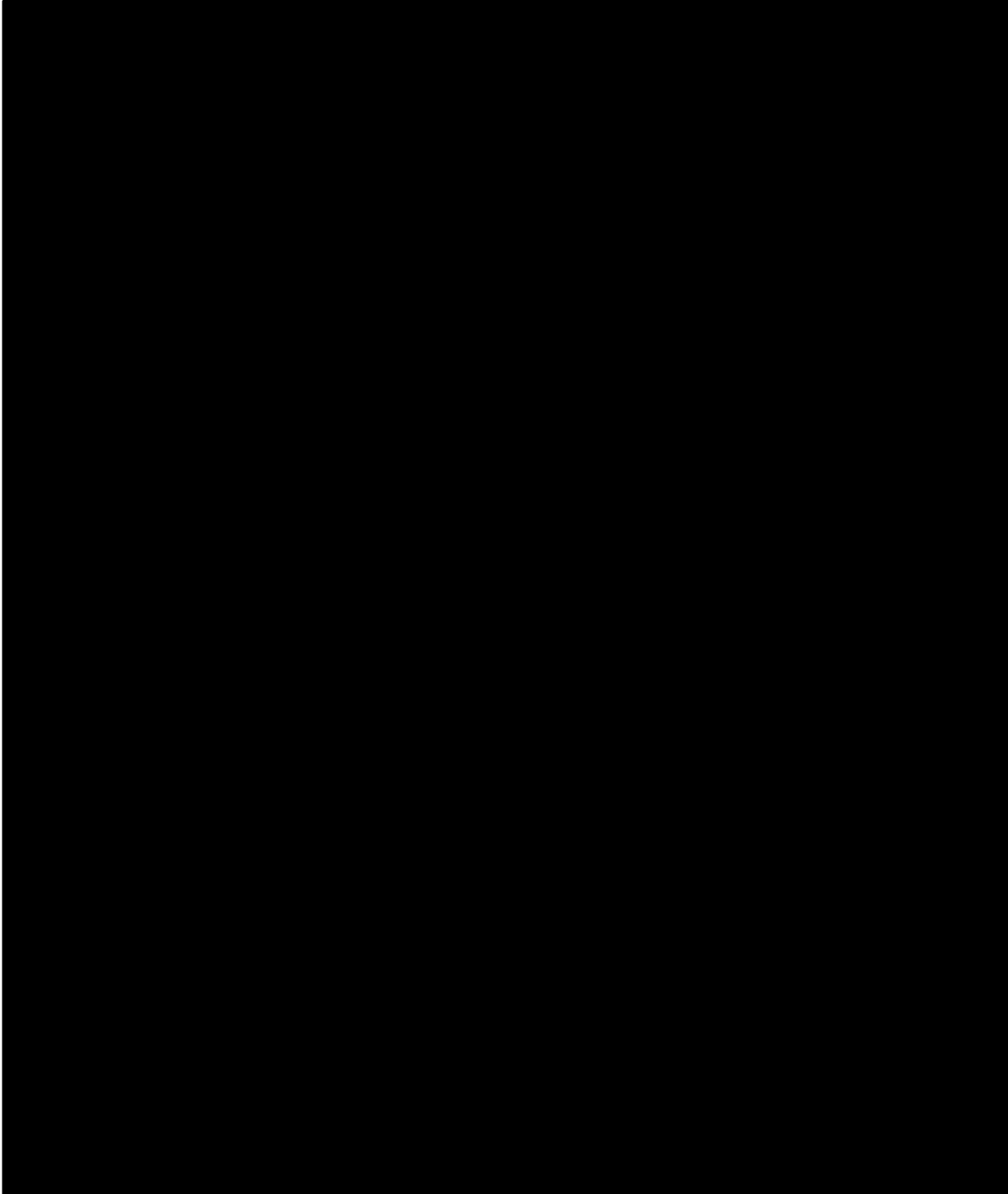


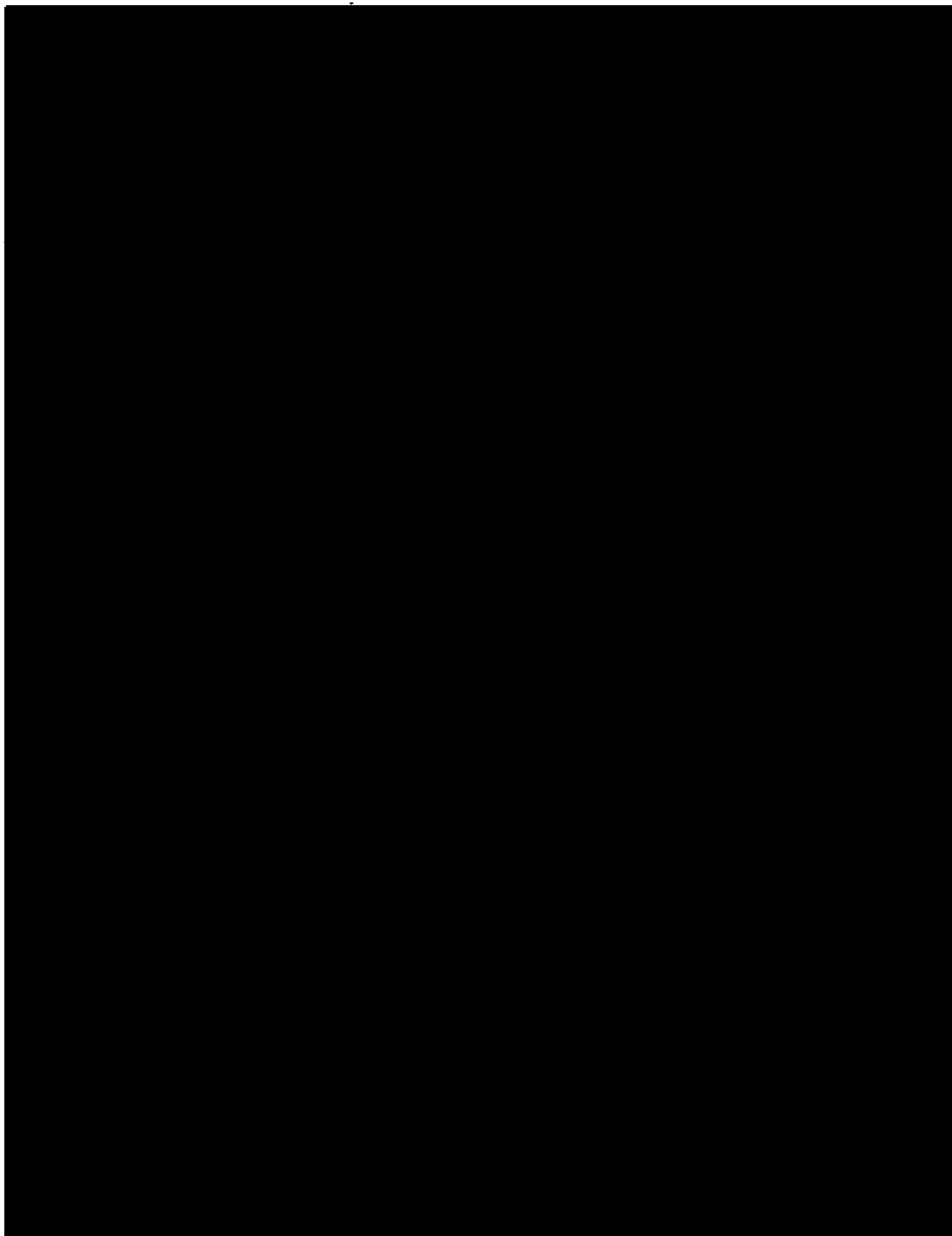


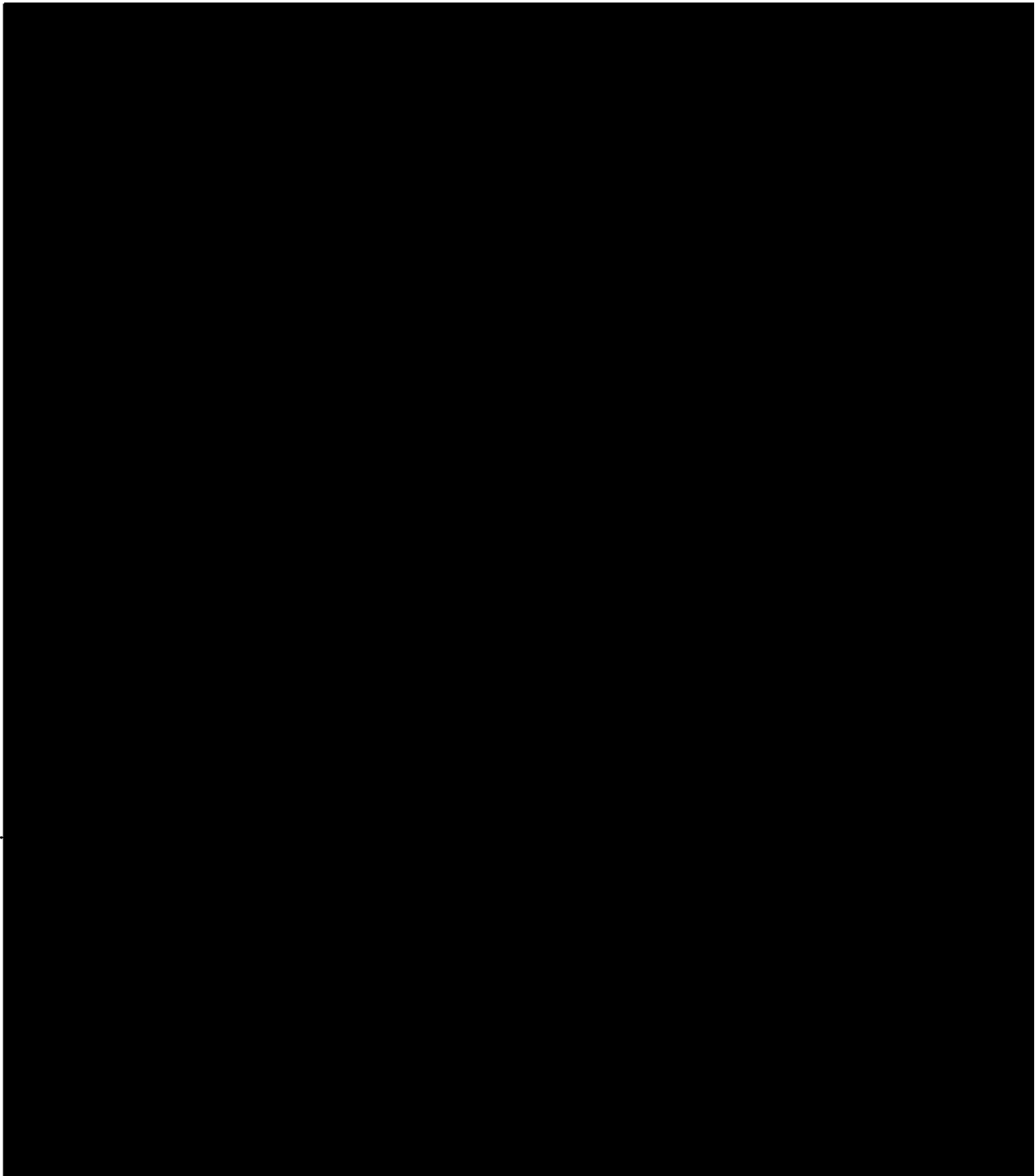


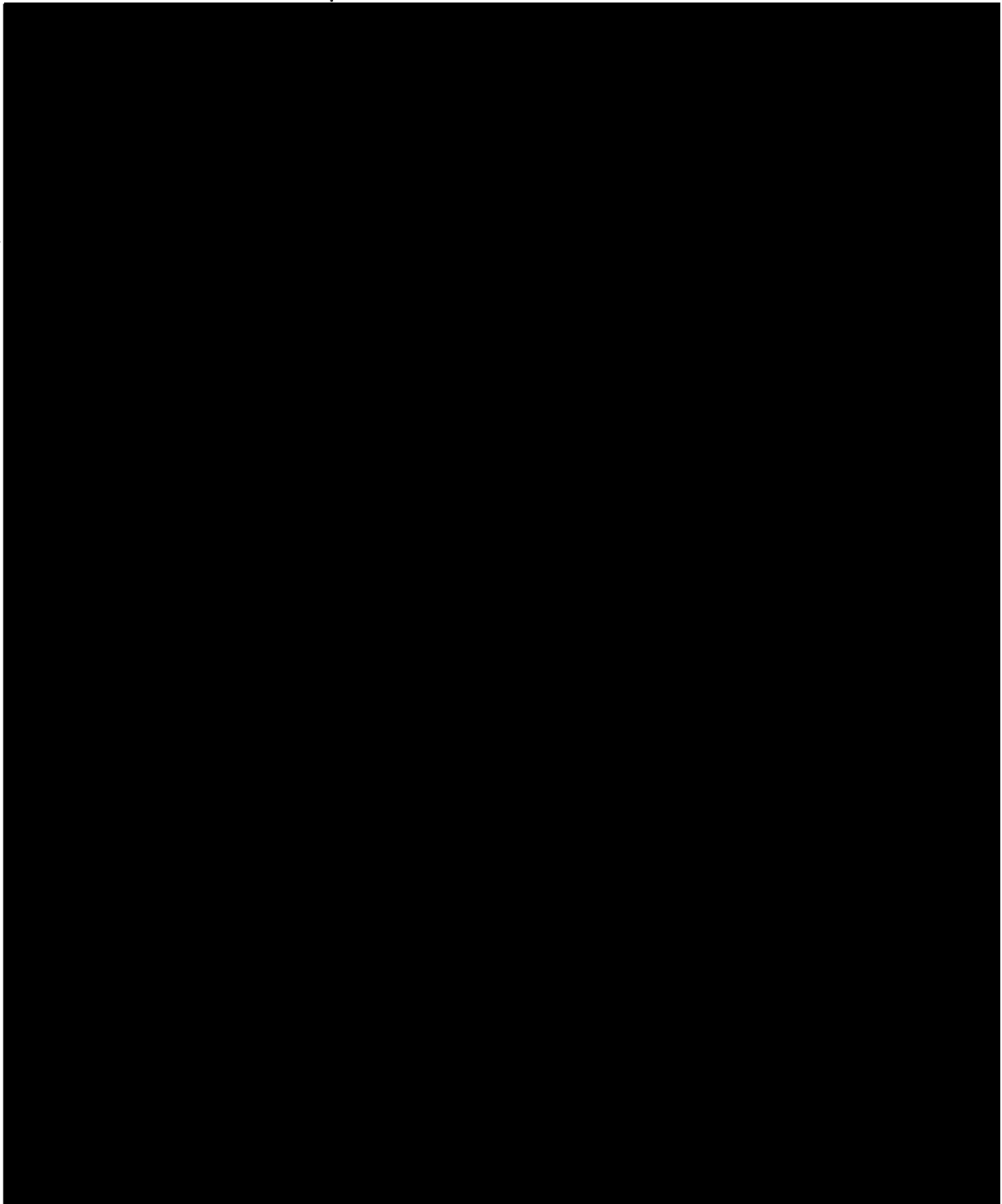


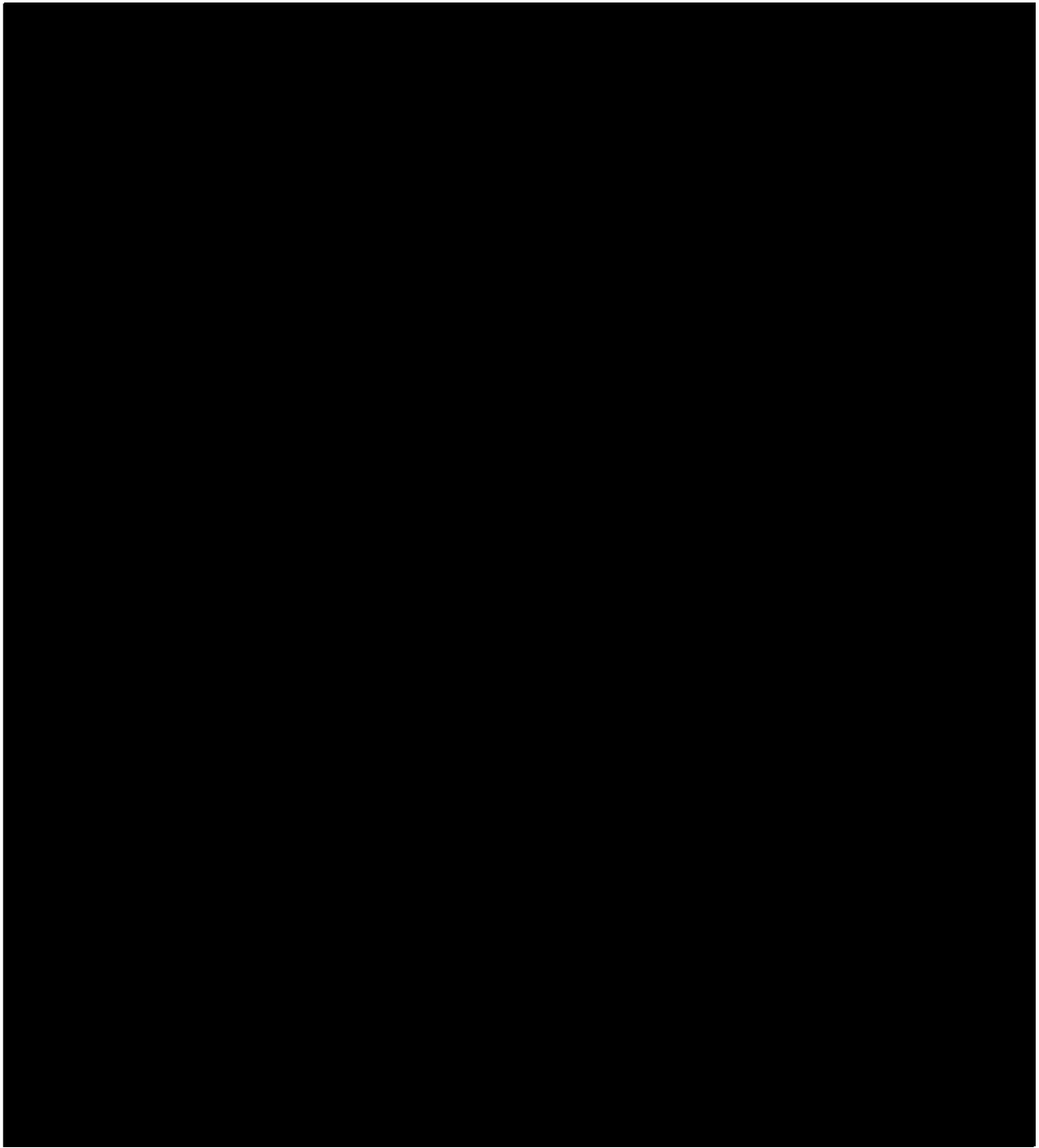


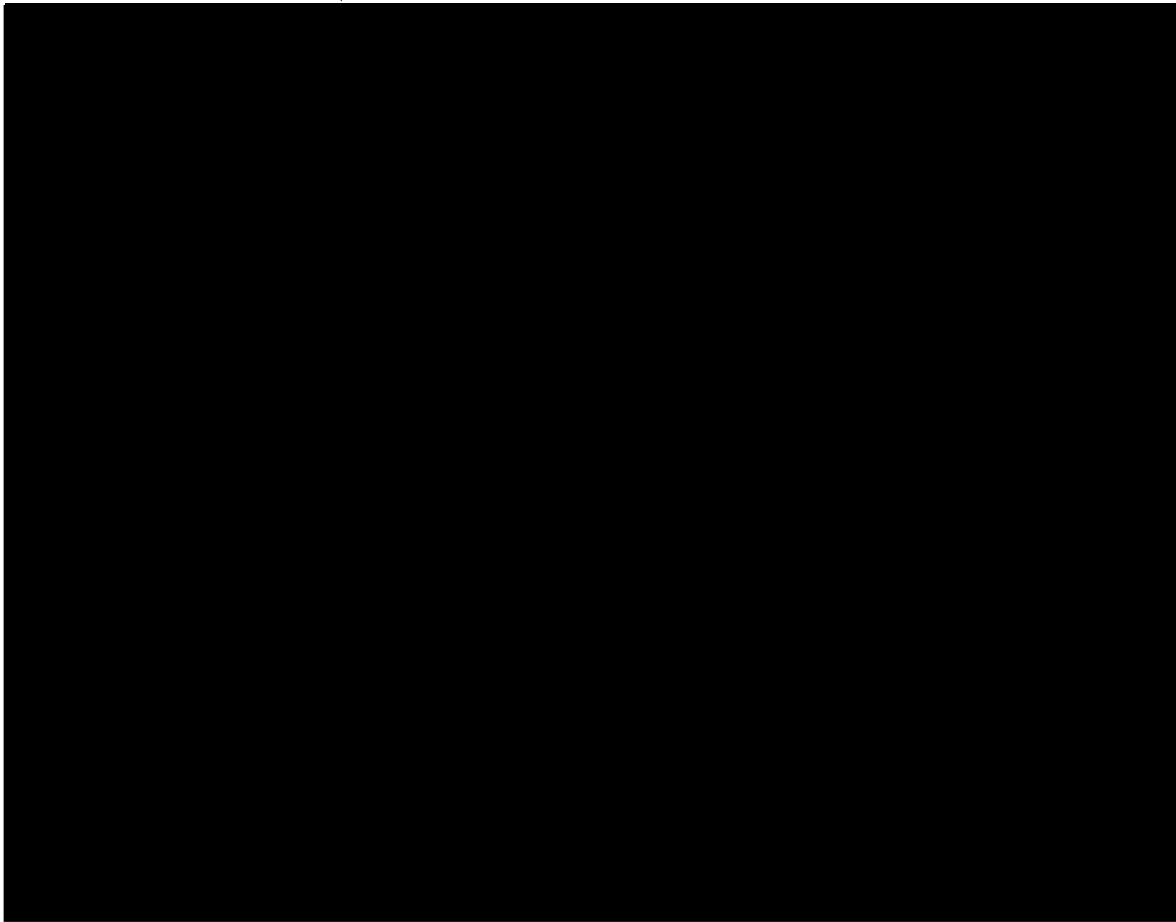


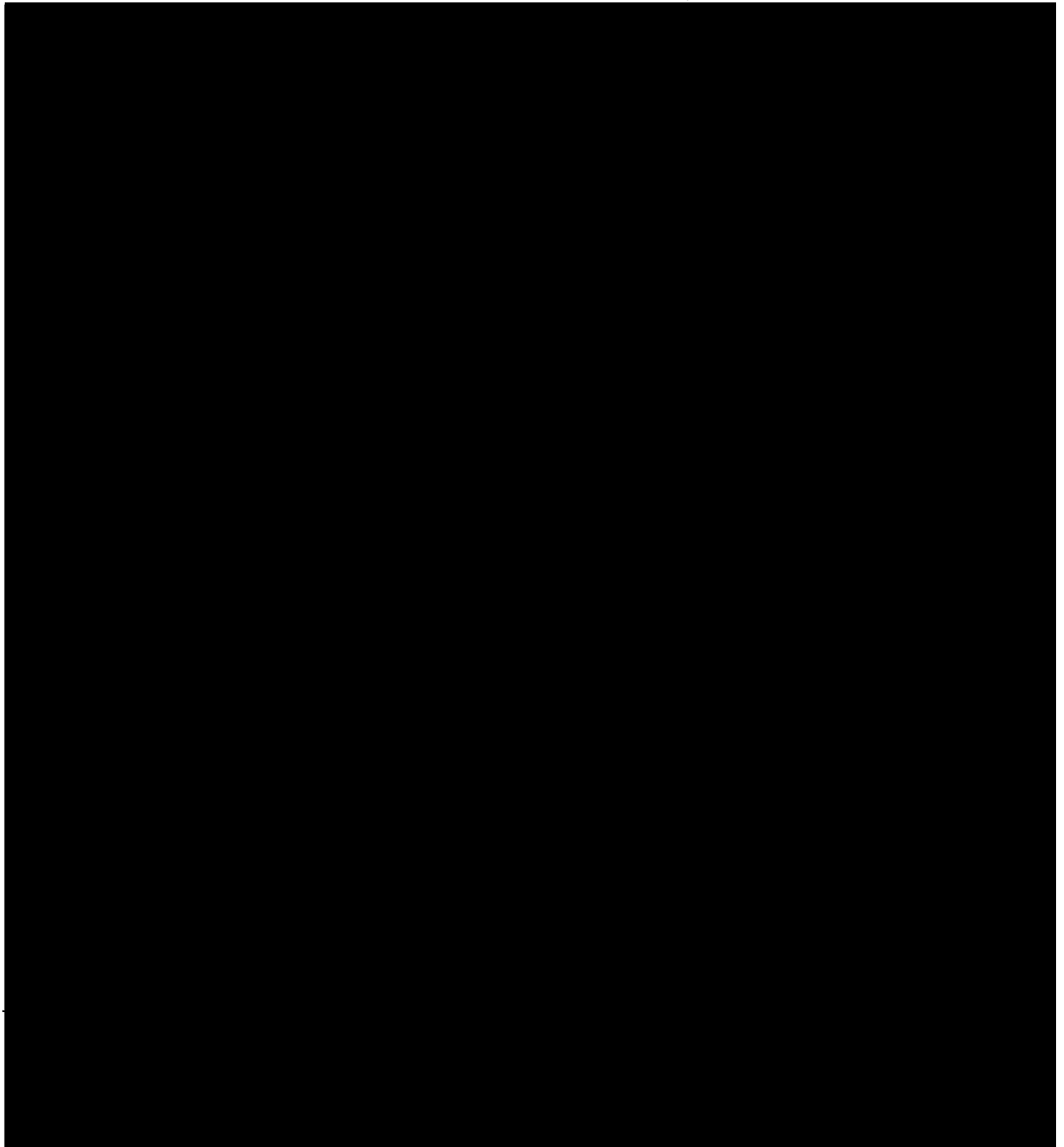












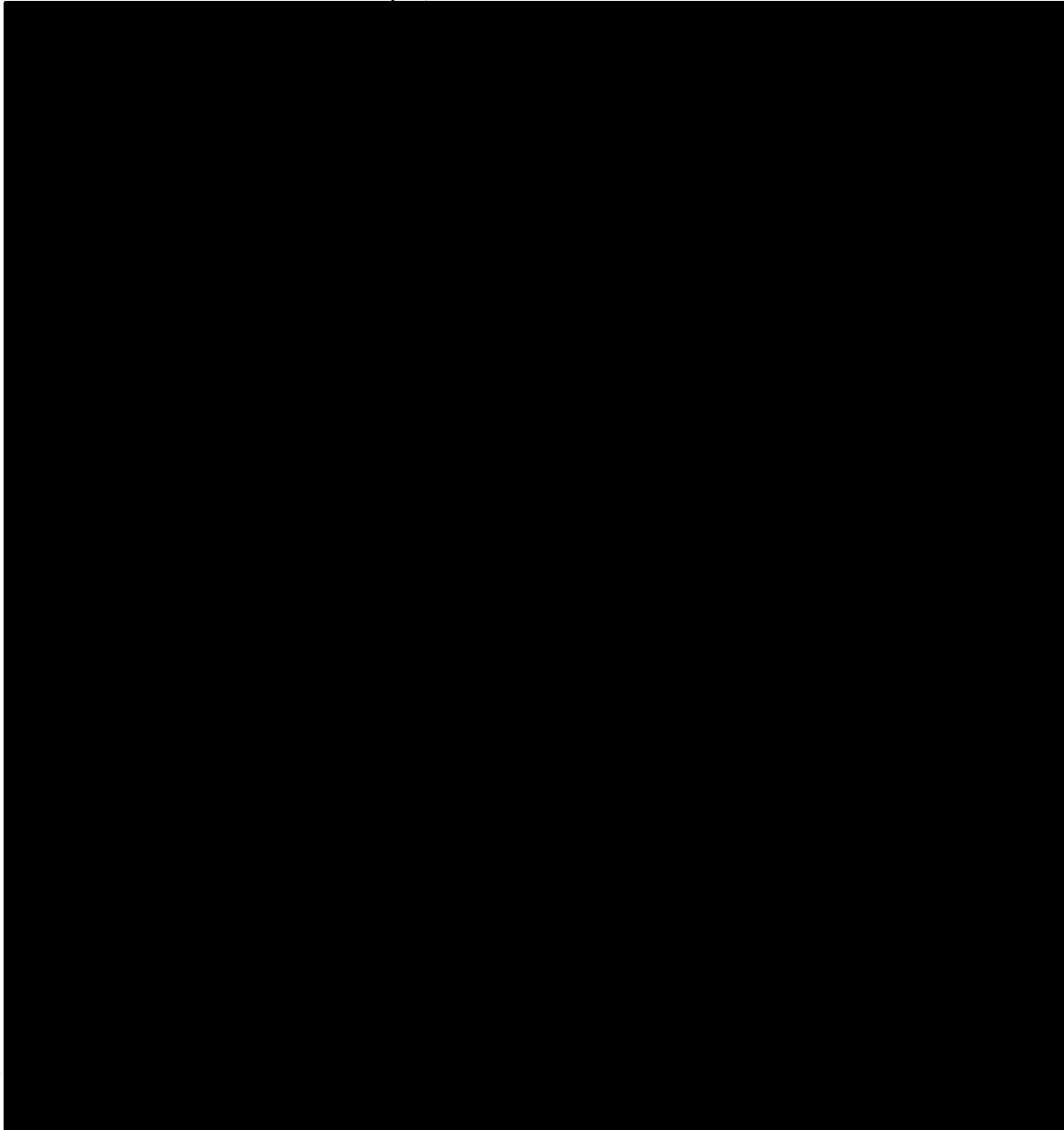


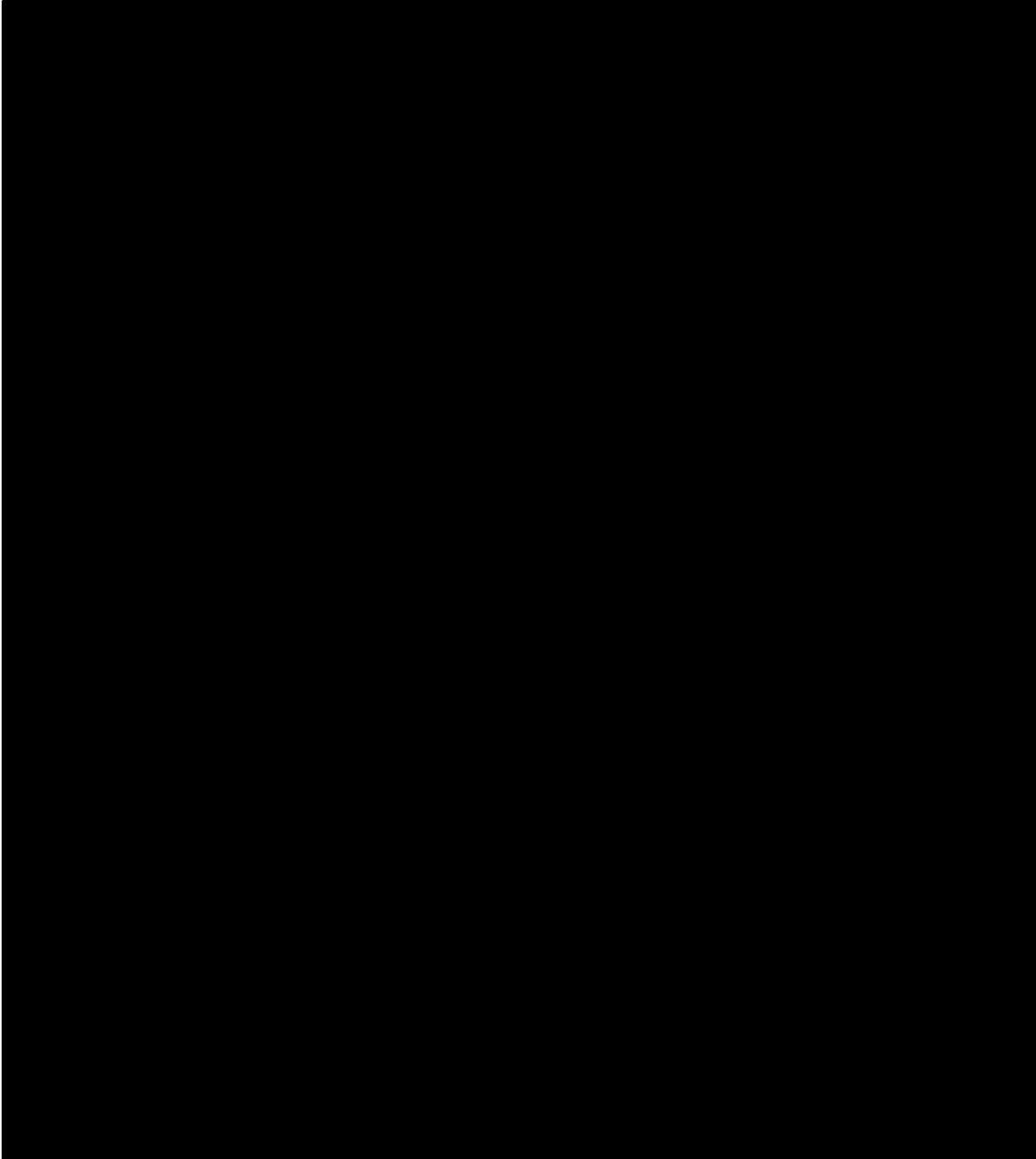
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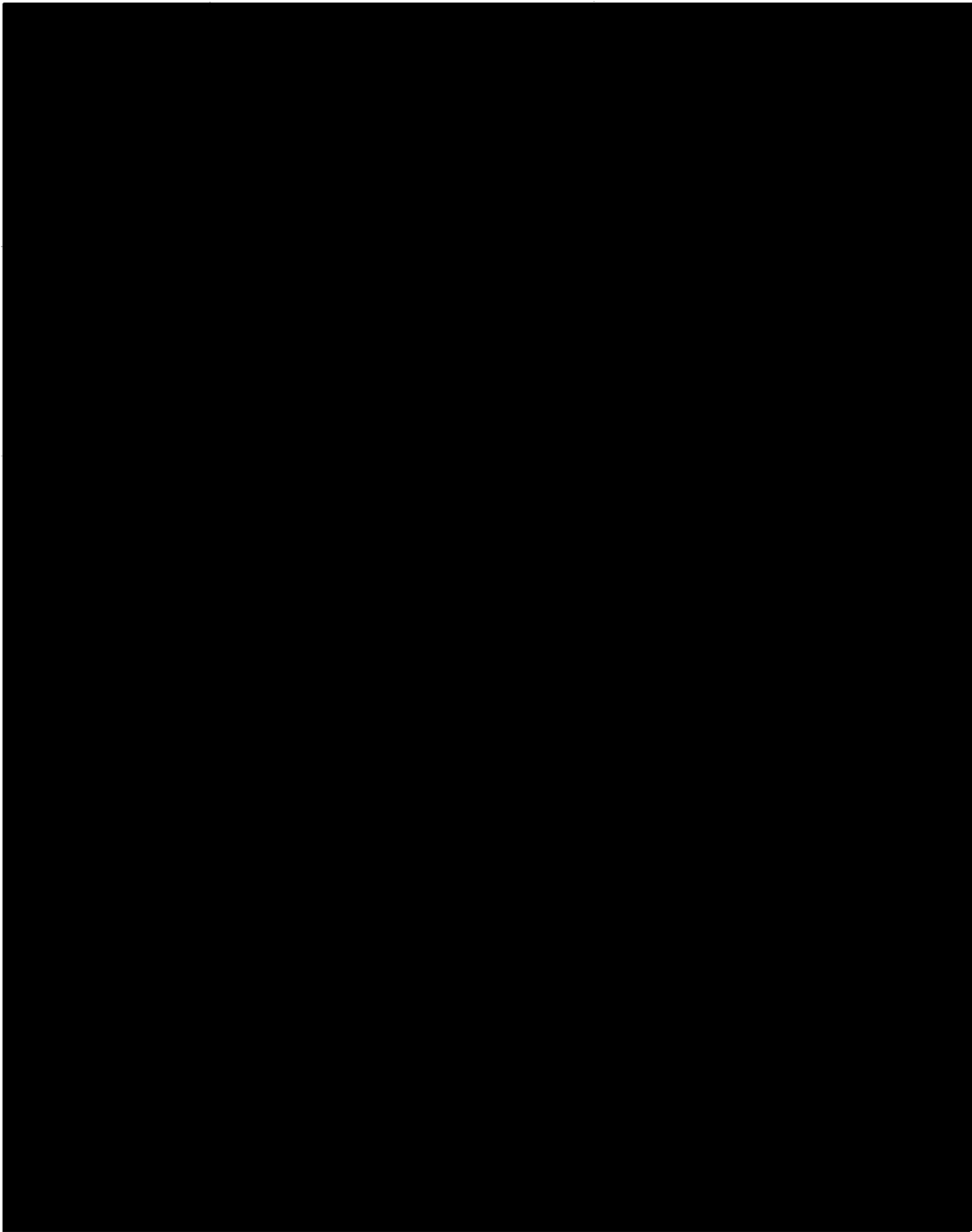
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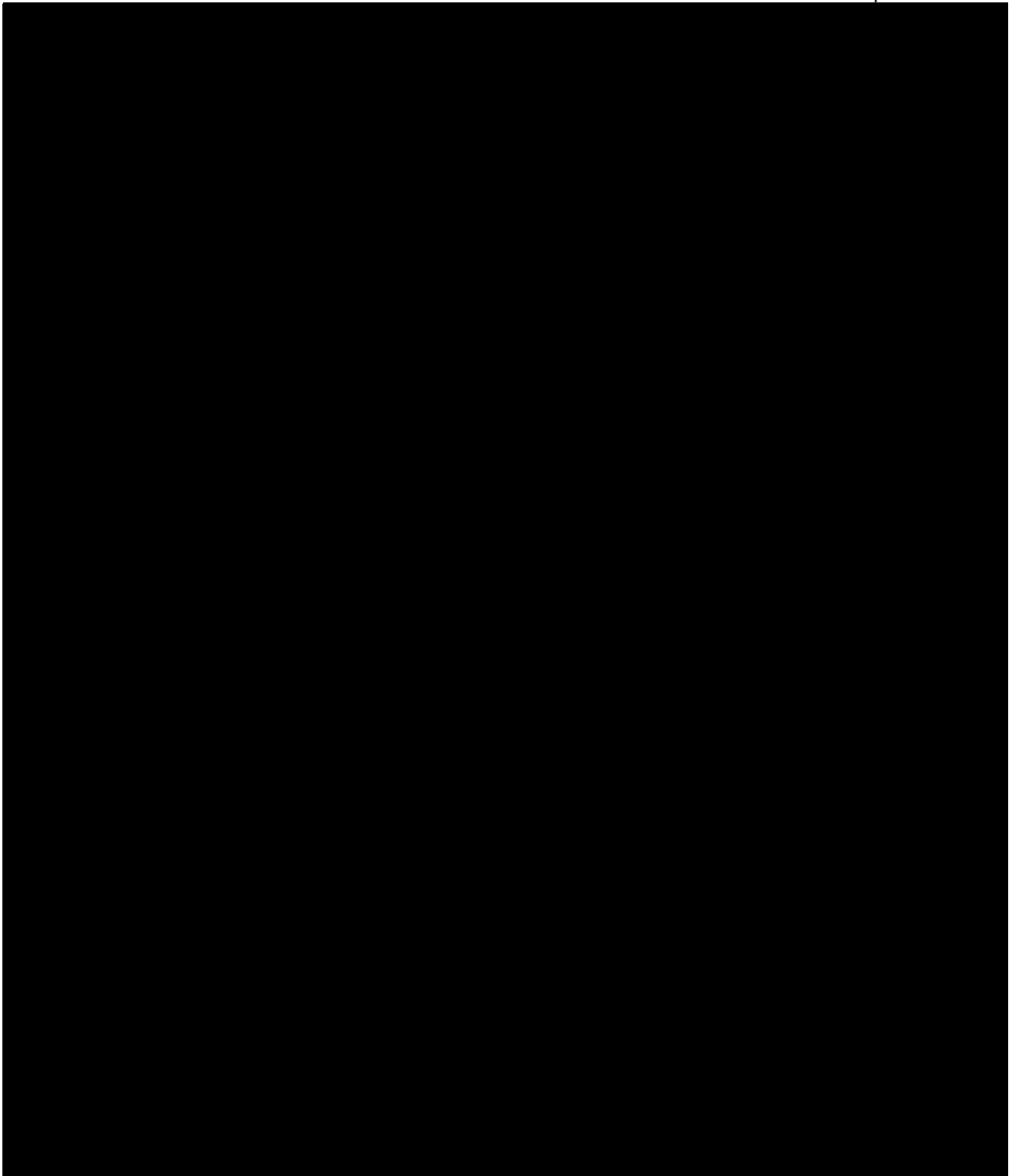
Exhibit C

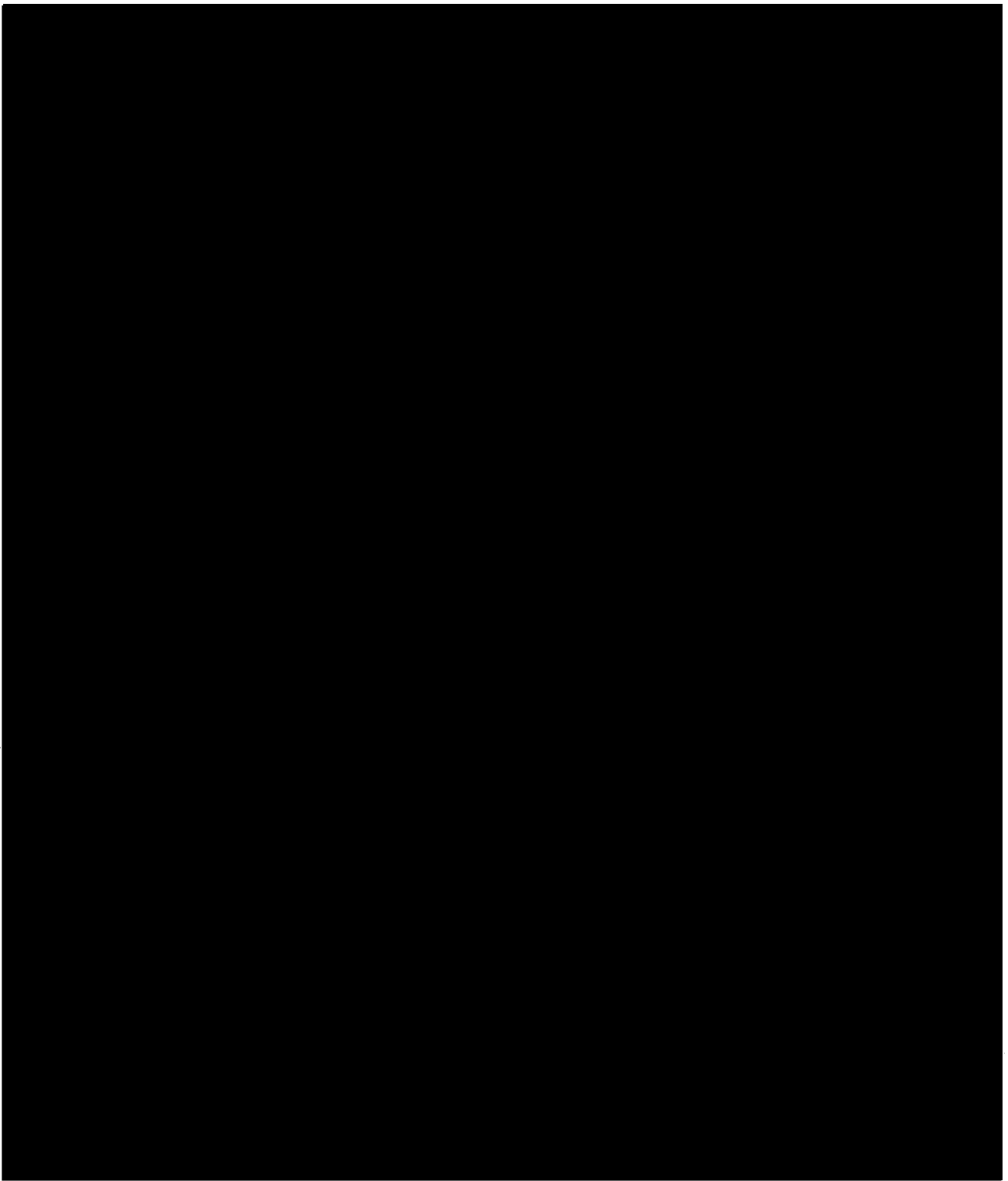
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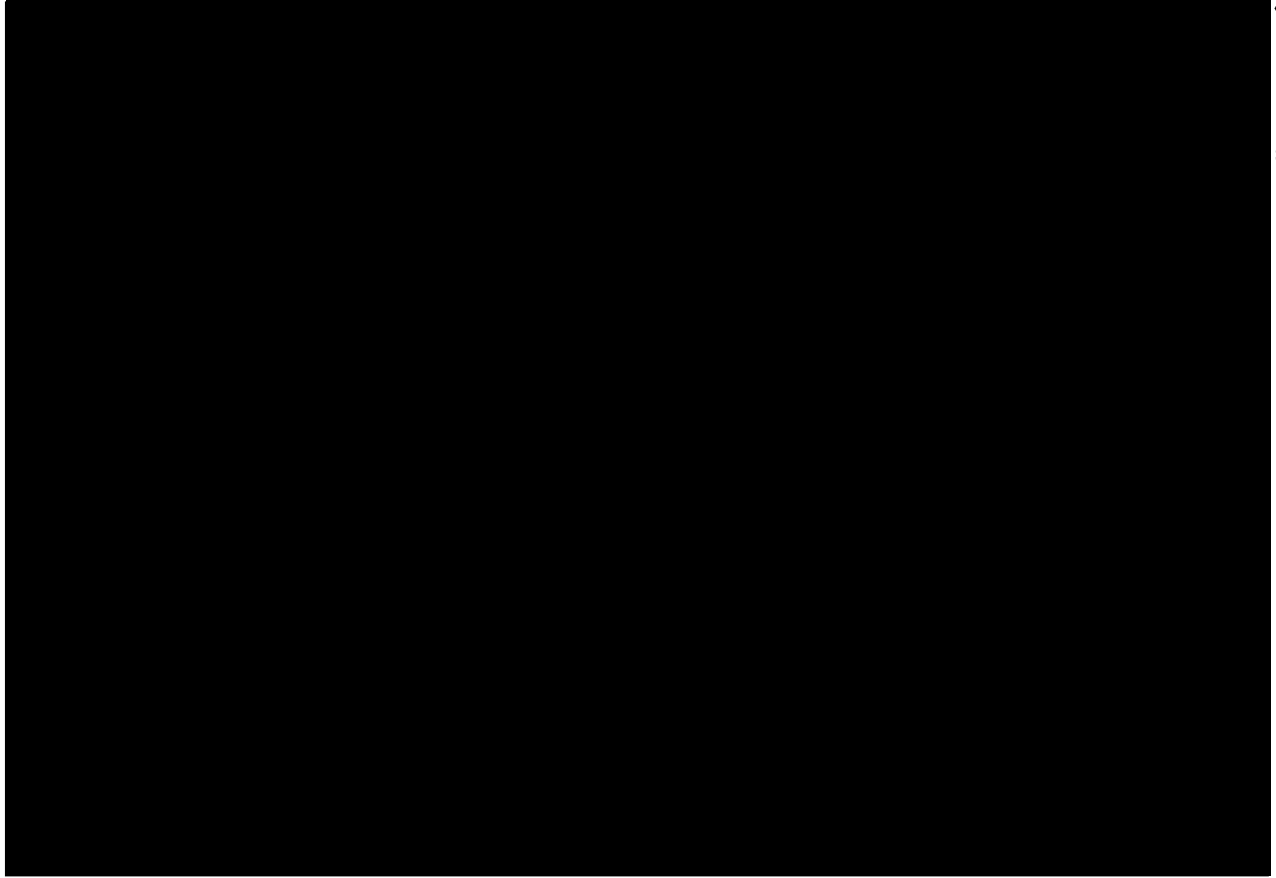
Statement of Work



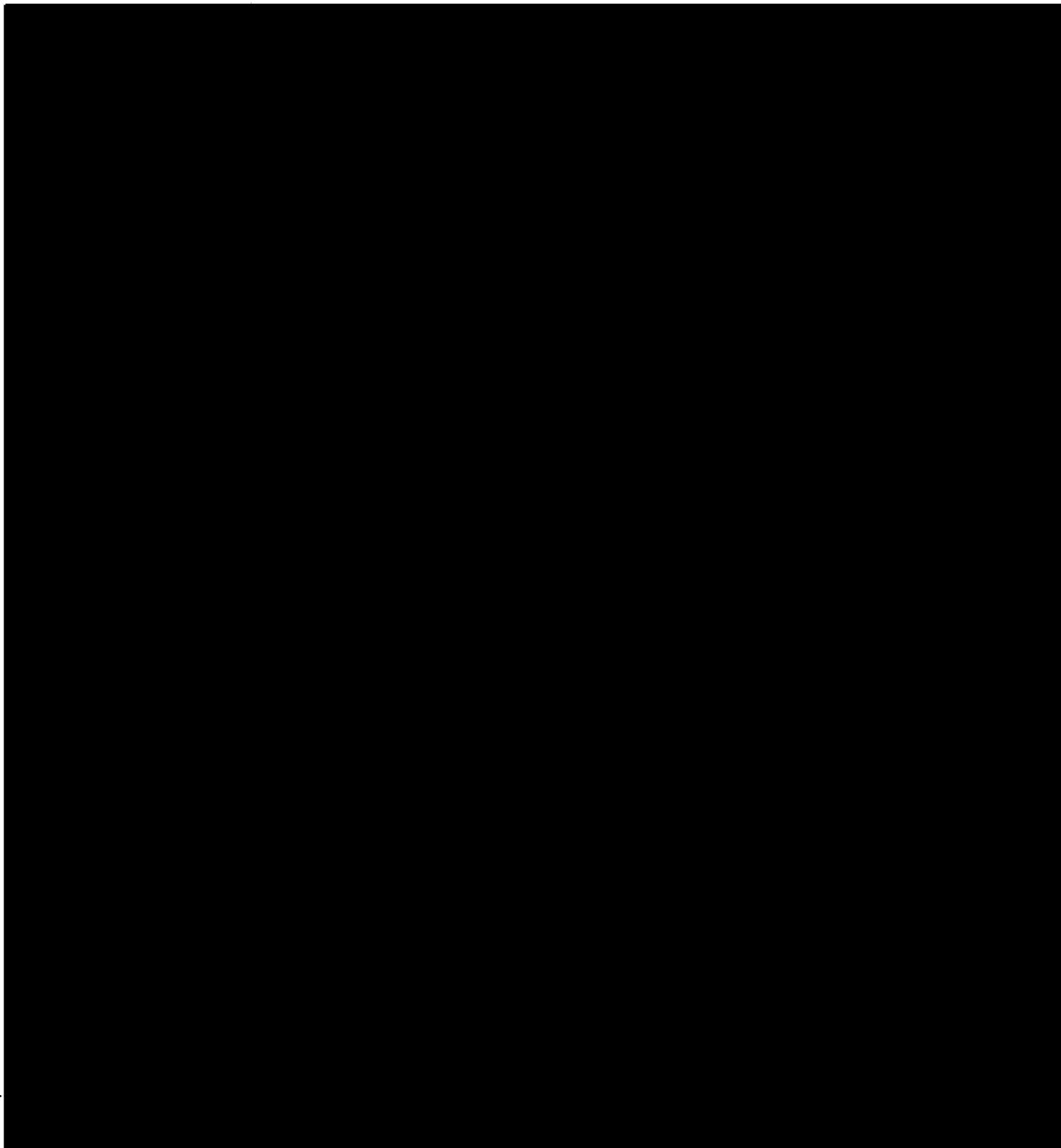




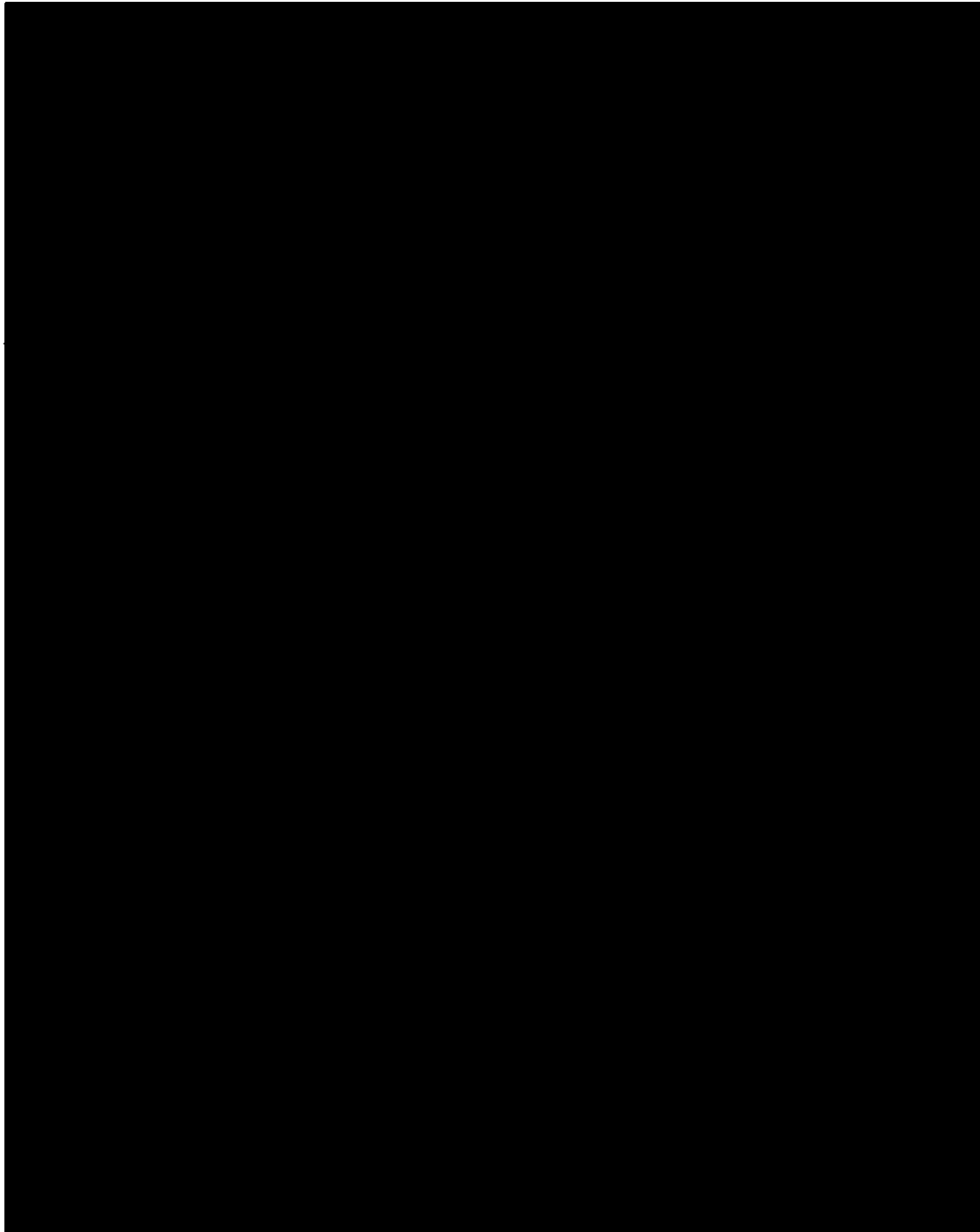


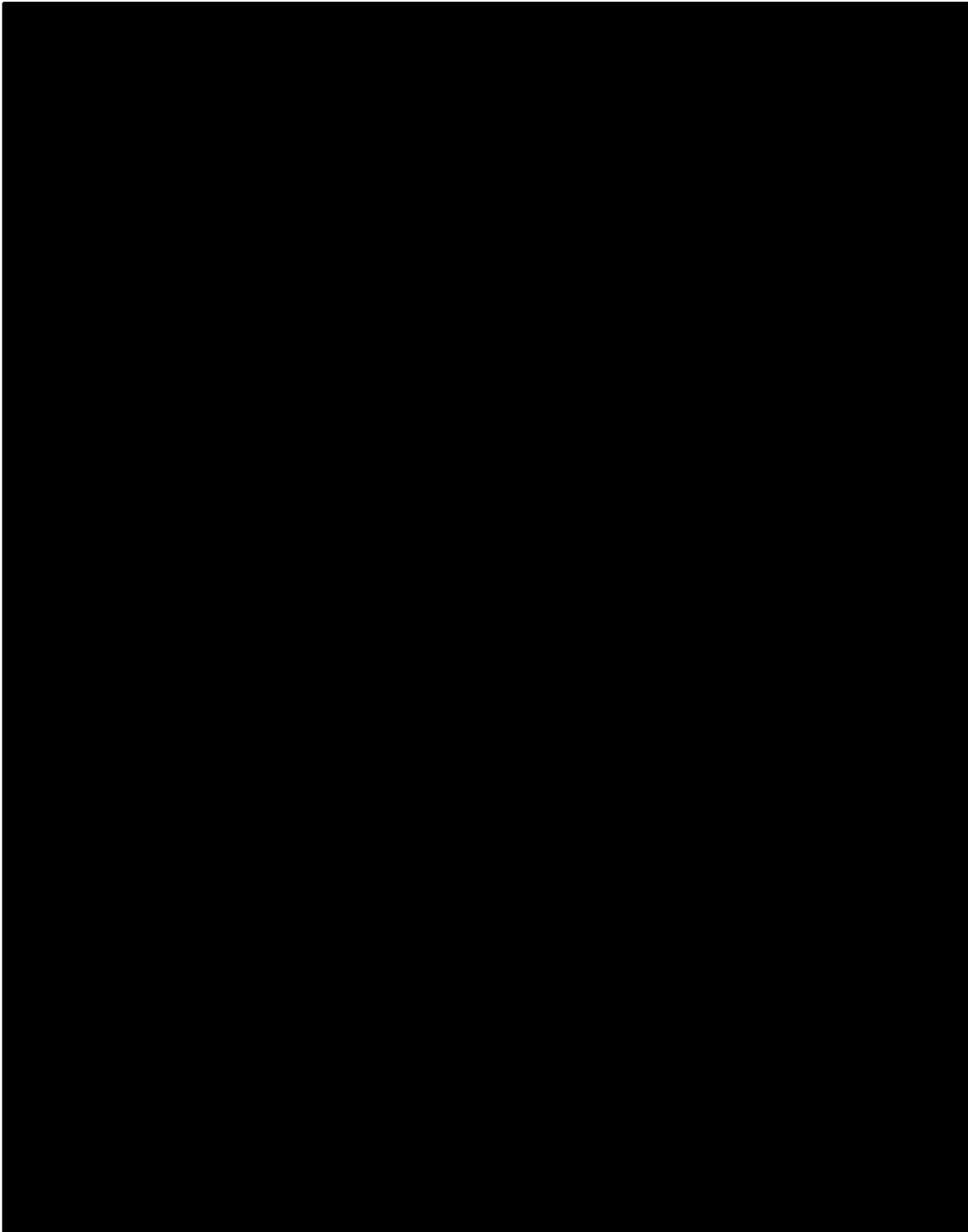


- **Specifications.**



4. Approach and Responsibilities





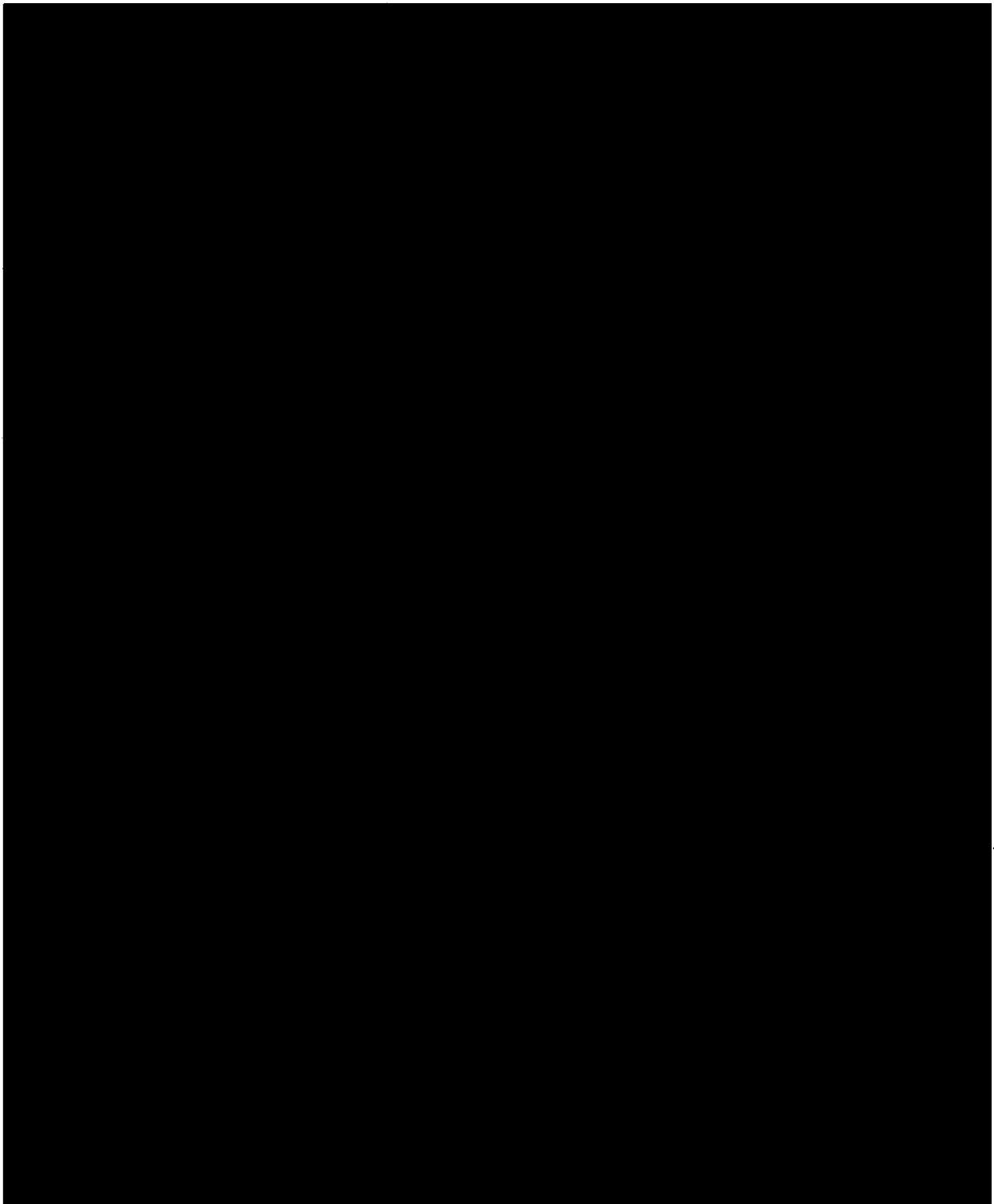
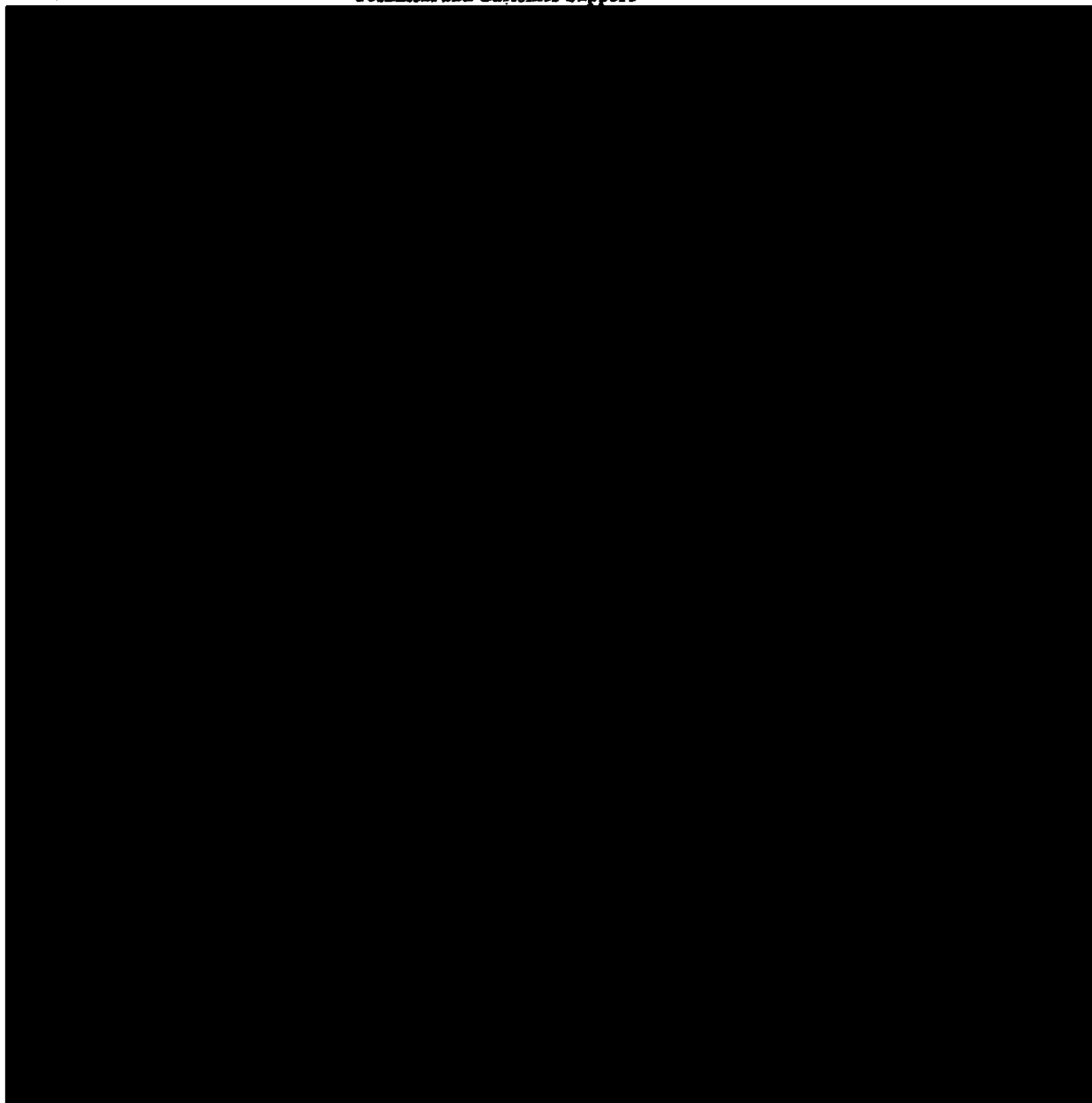
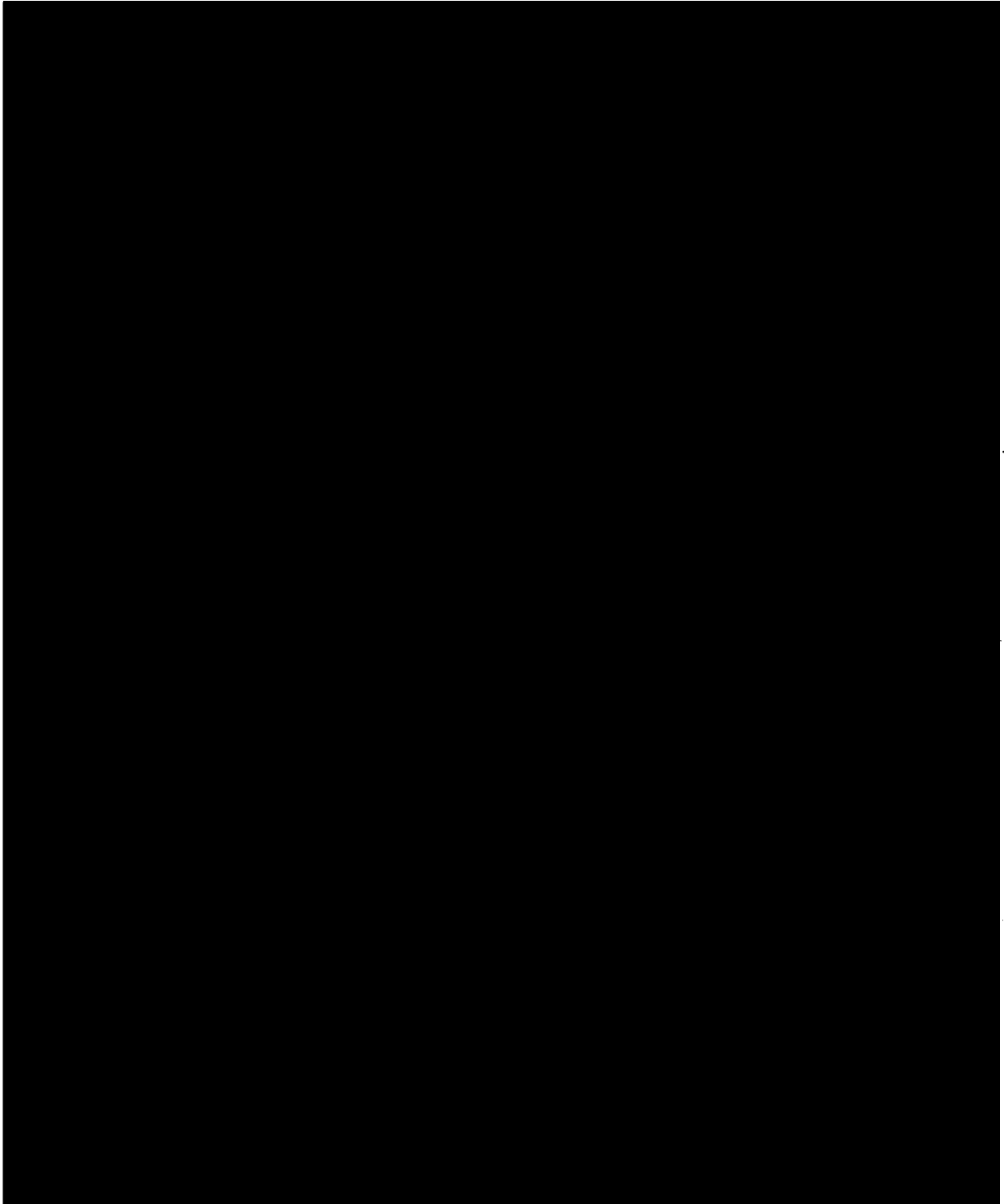


Exhibit D

Technical and Customer Support



INTUIT RESPONSIBILITIES



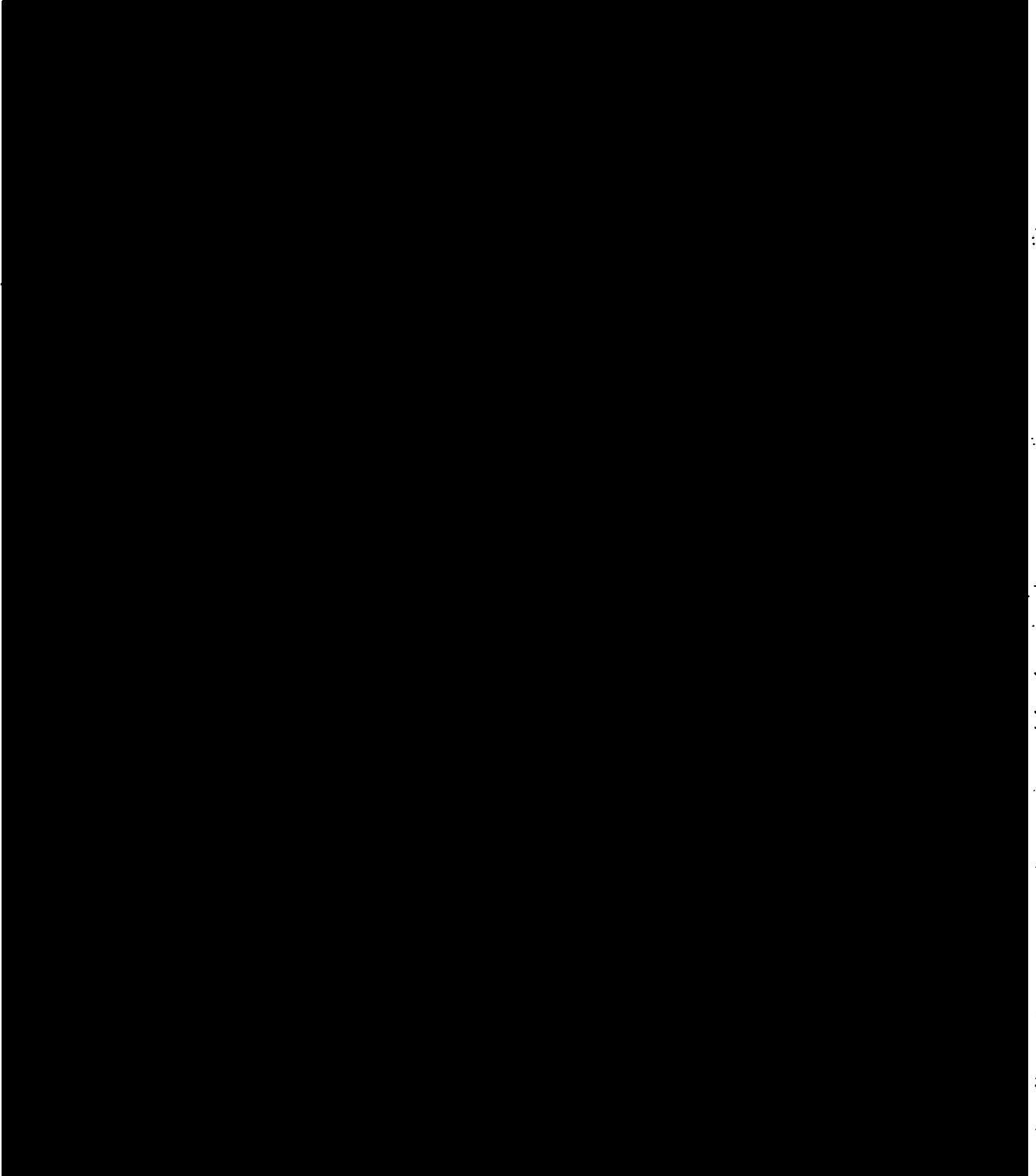
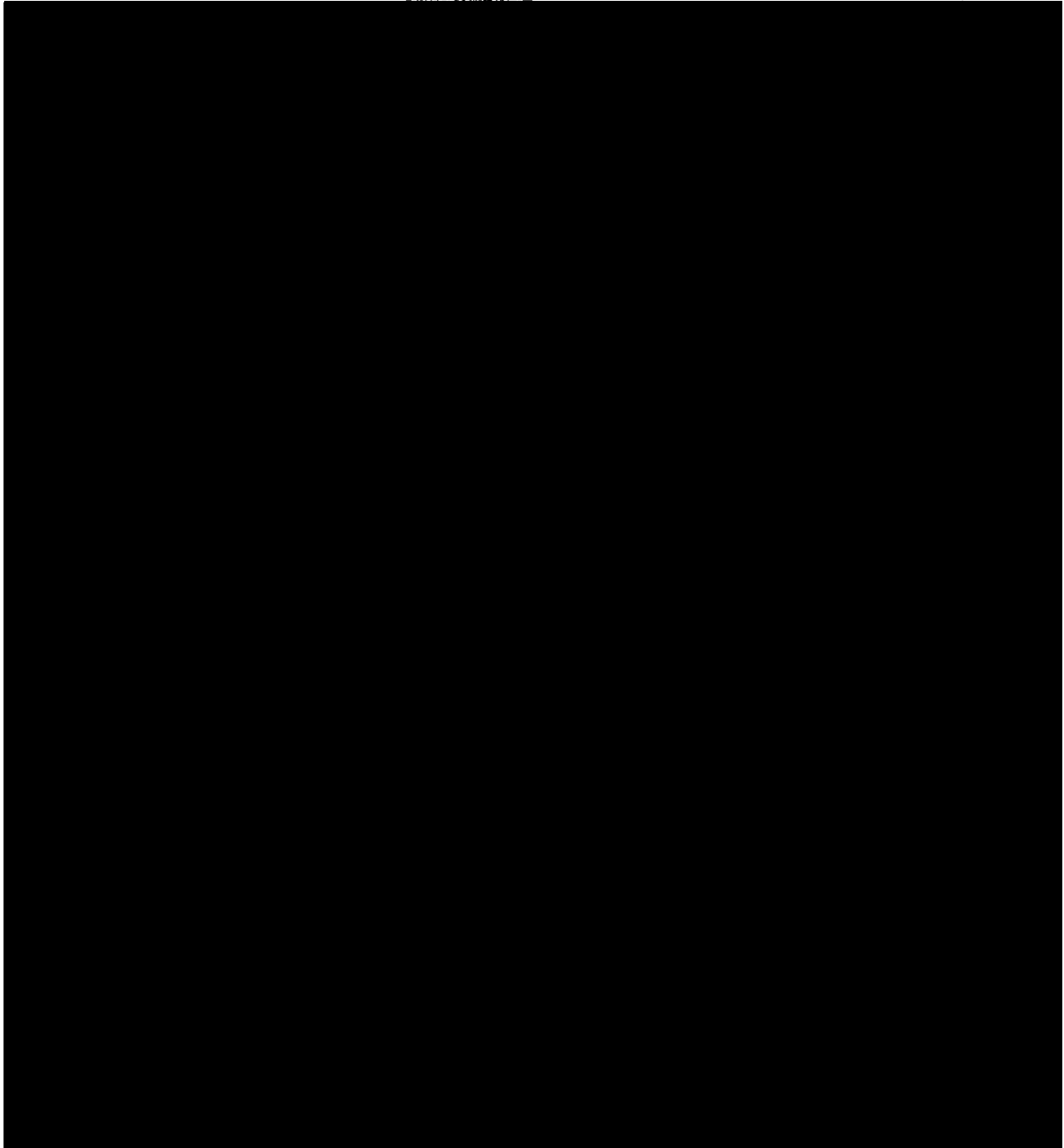


Exhibit E

Marketing Plan



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Confidential

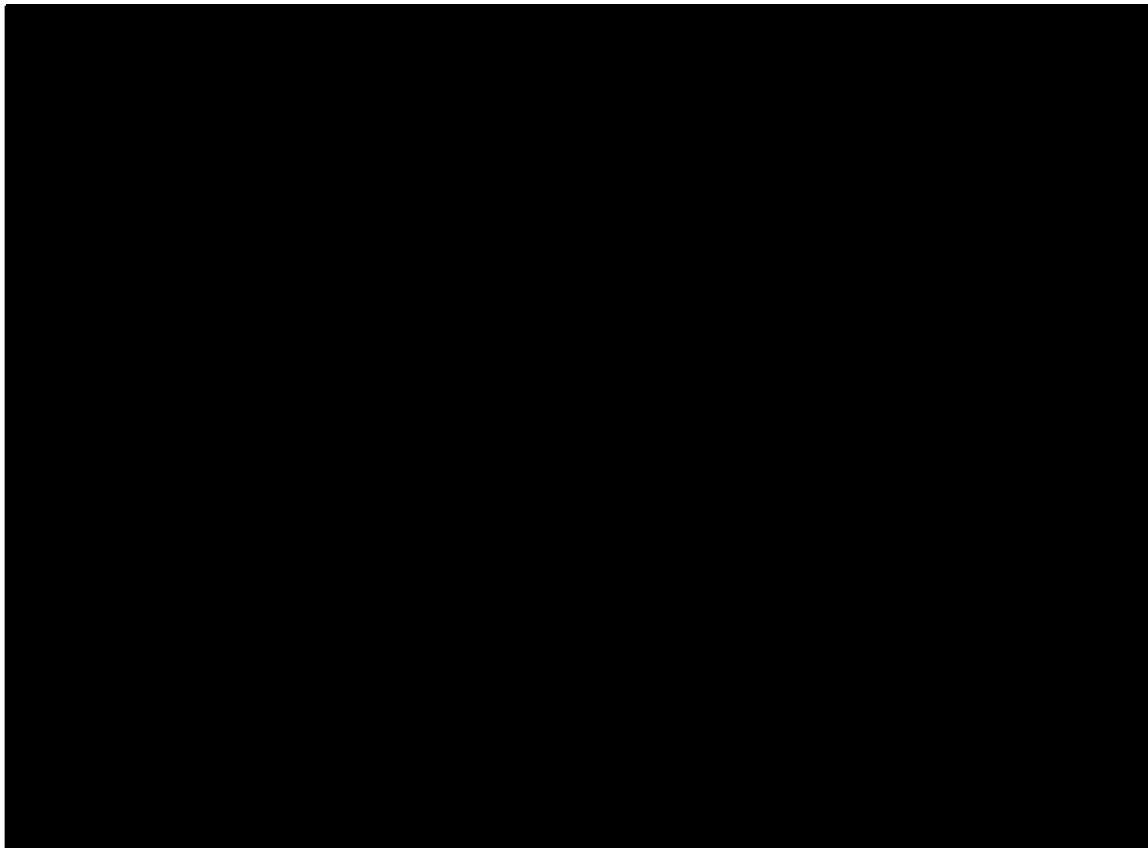
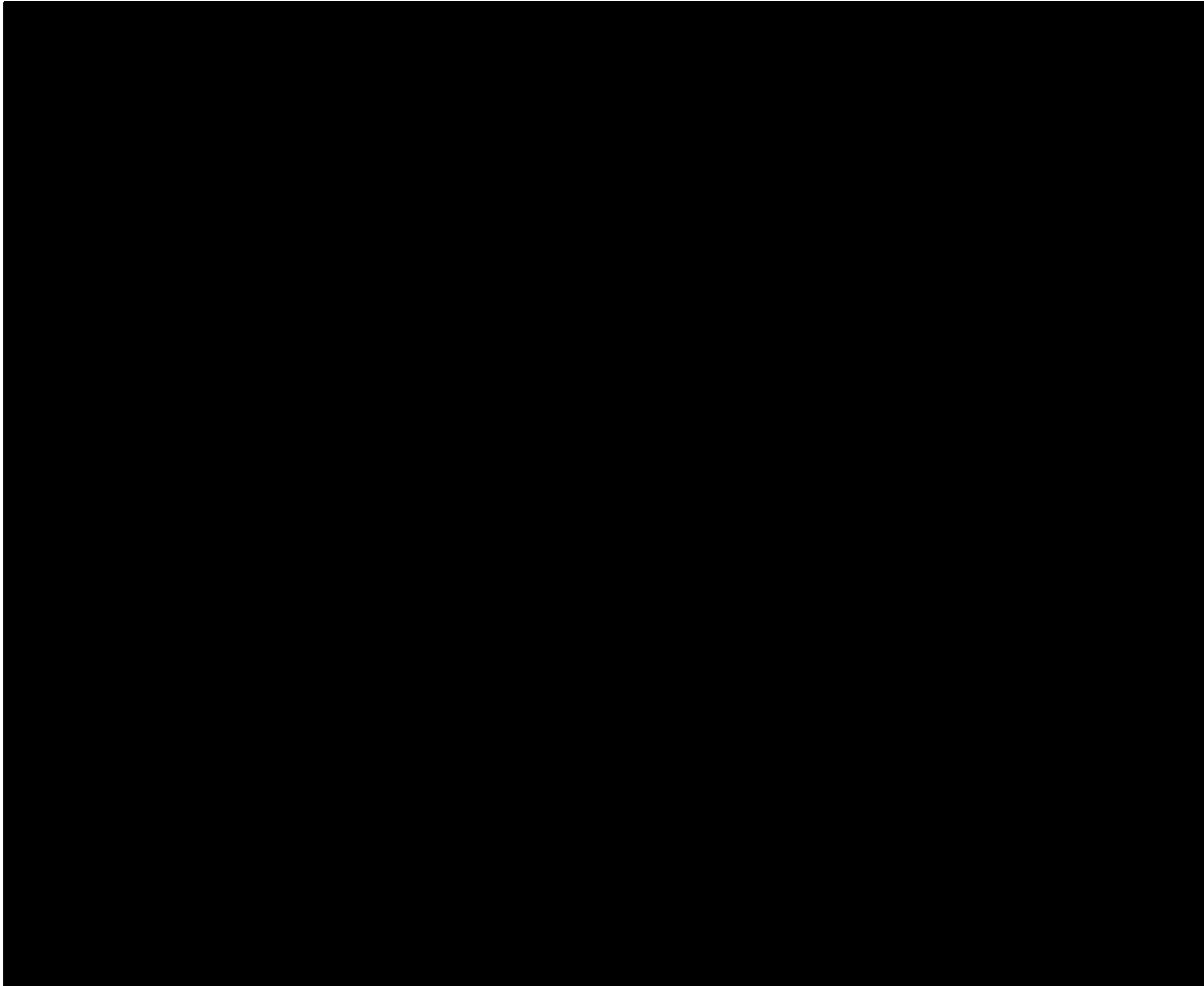


Exhibit E-2008

Marketing



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INTUIT_056679
Confidential



Exhibit G

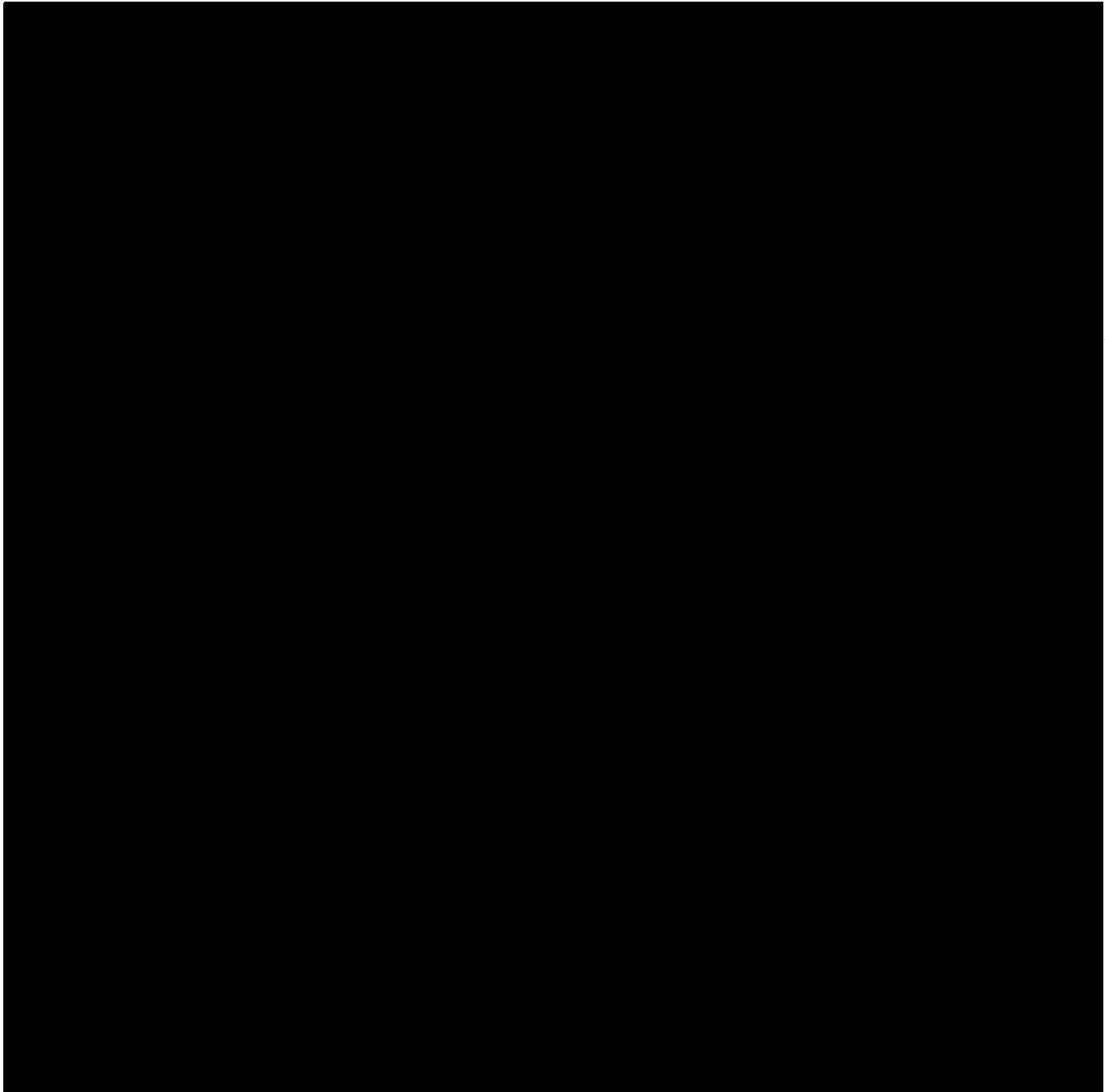
[Intentionally Omitted]

Exhibit H

[Intentionally Omitted]

Exhibit I

Google Desktop Terms and Conditions



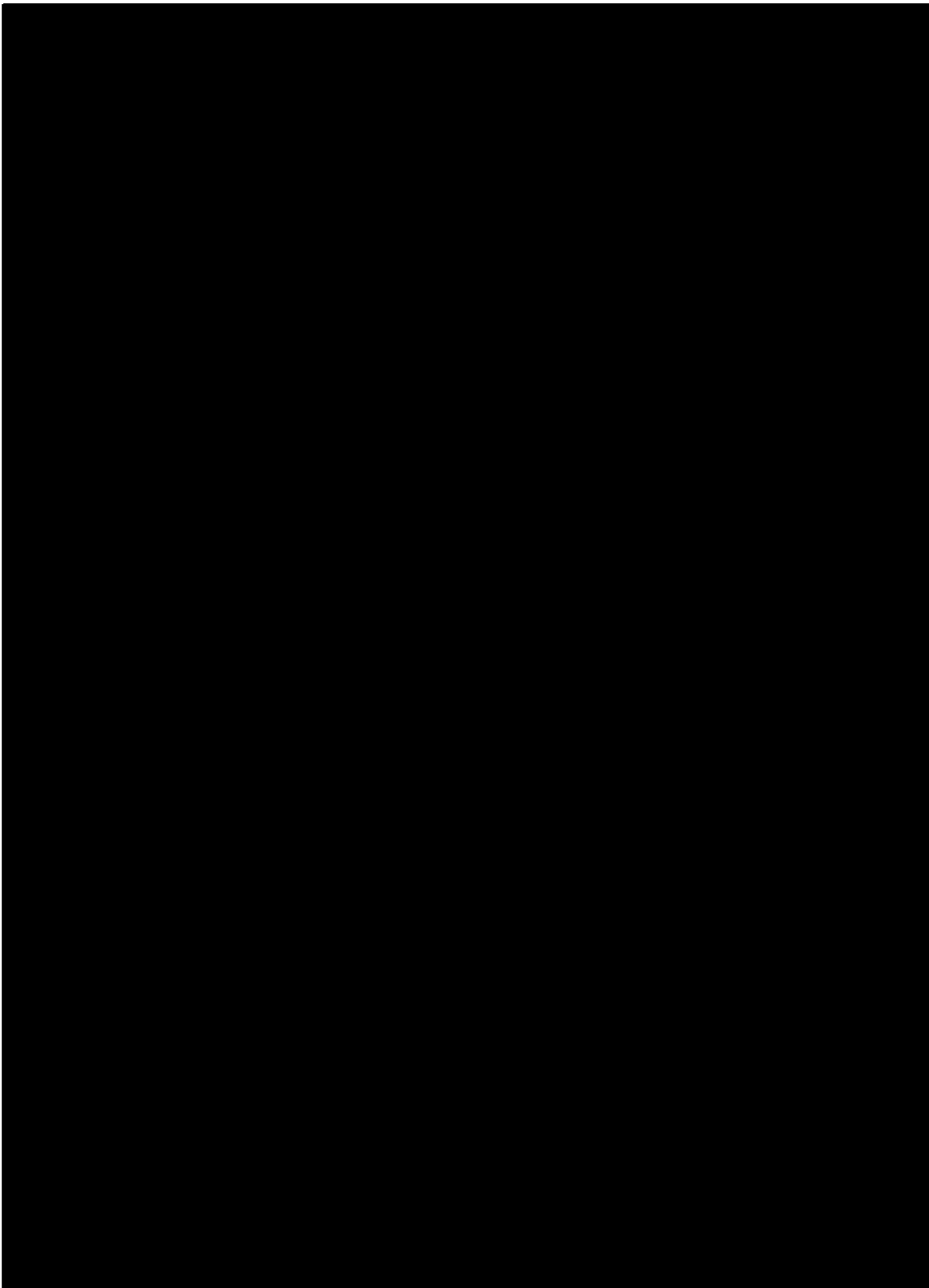




Exhibit J

Software Principles



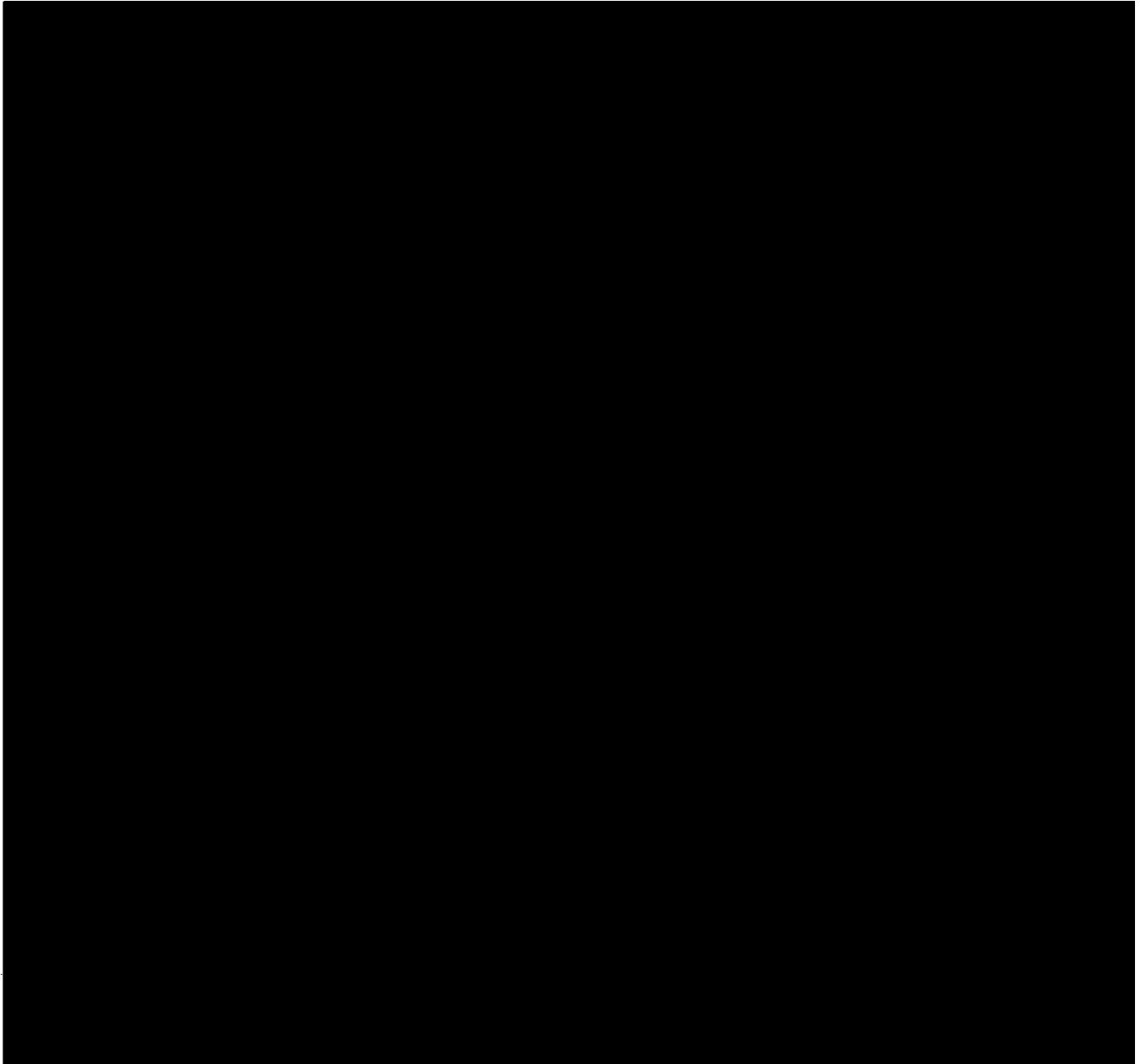
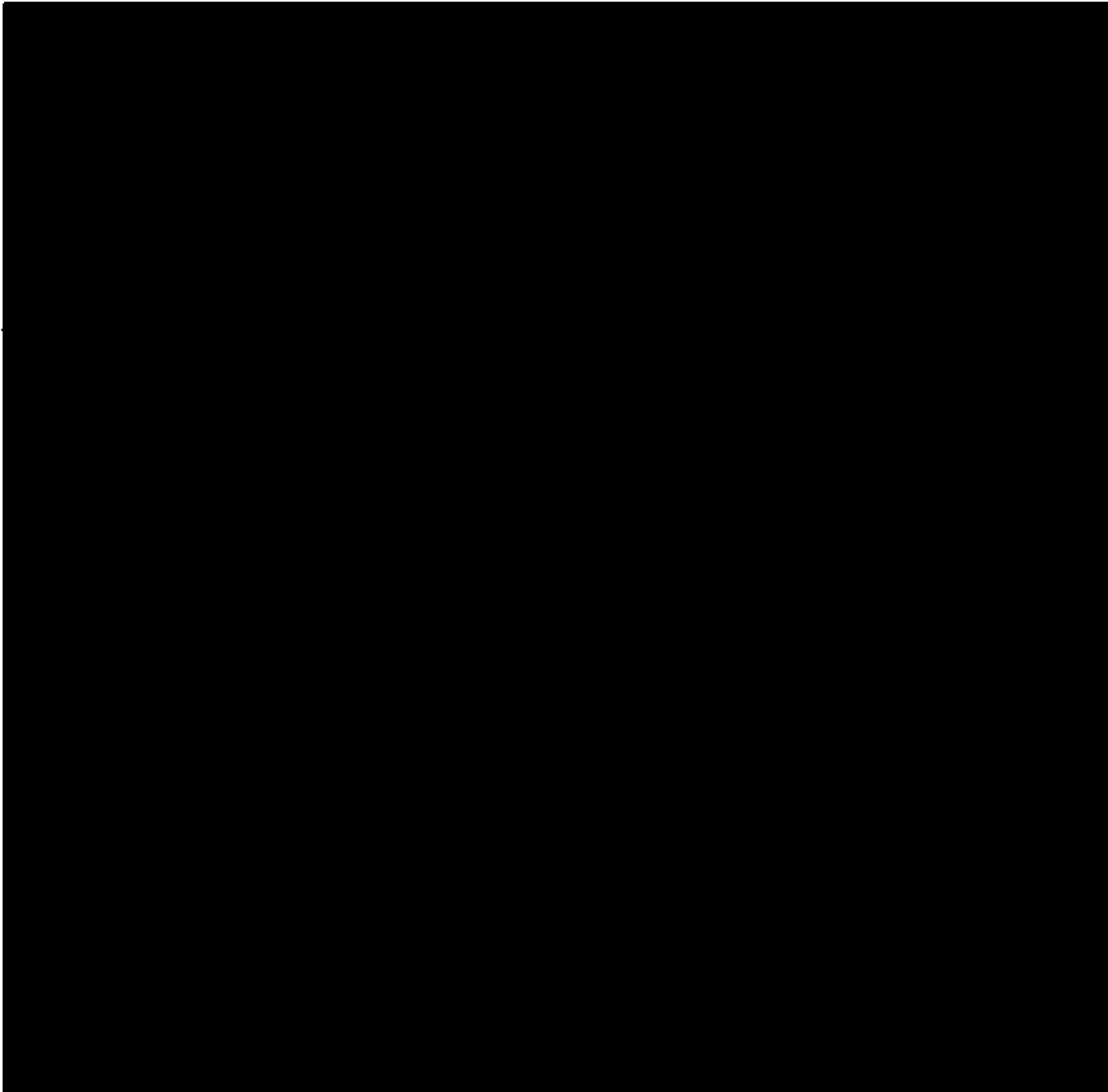
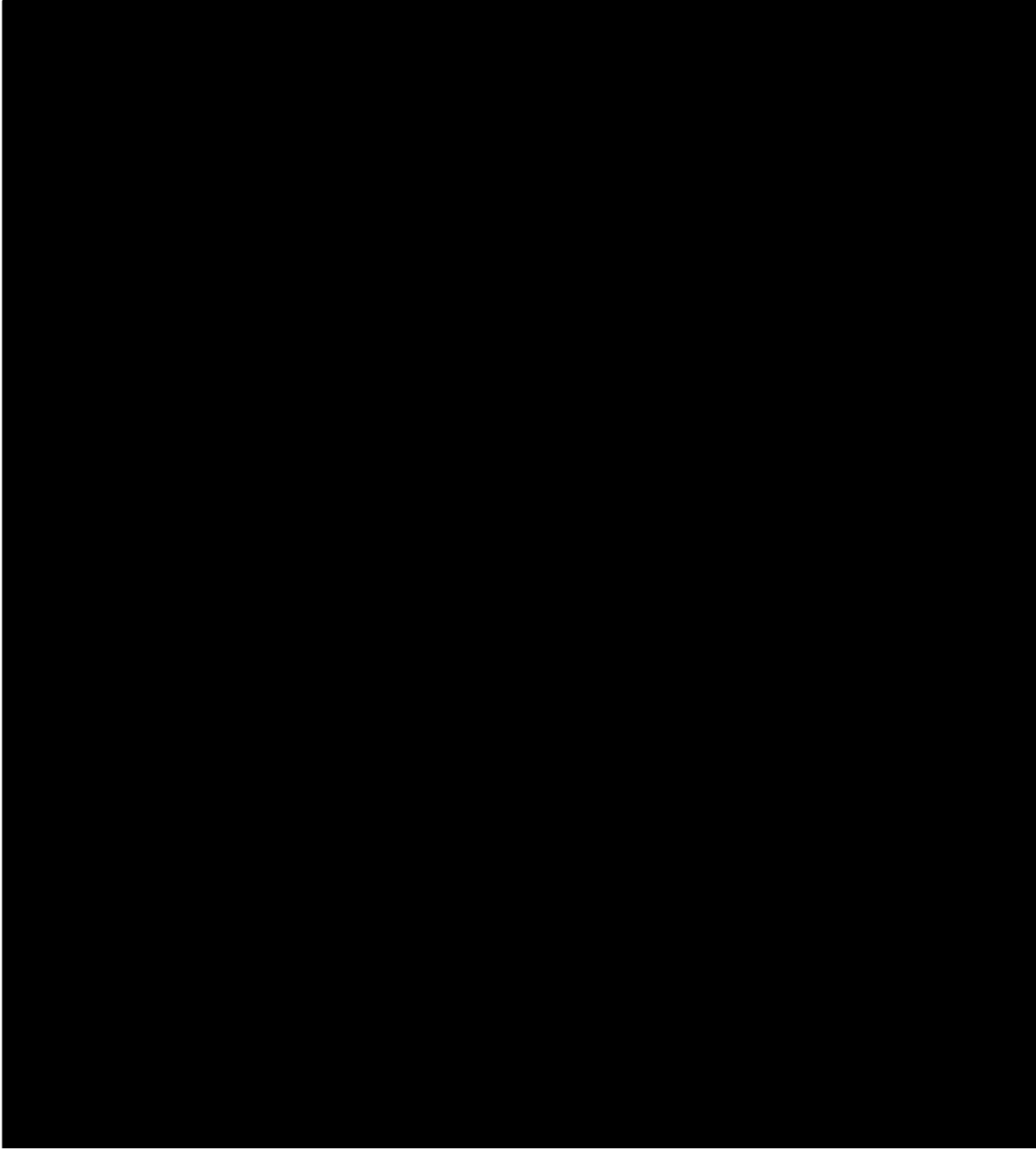


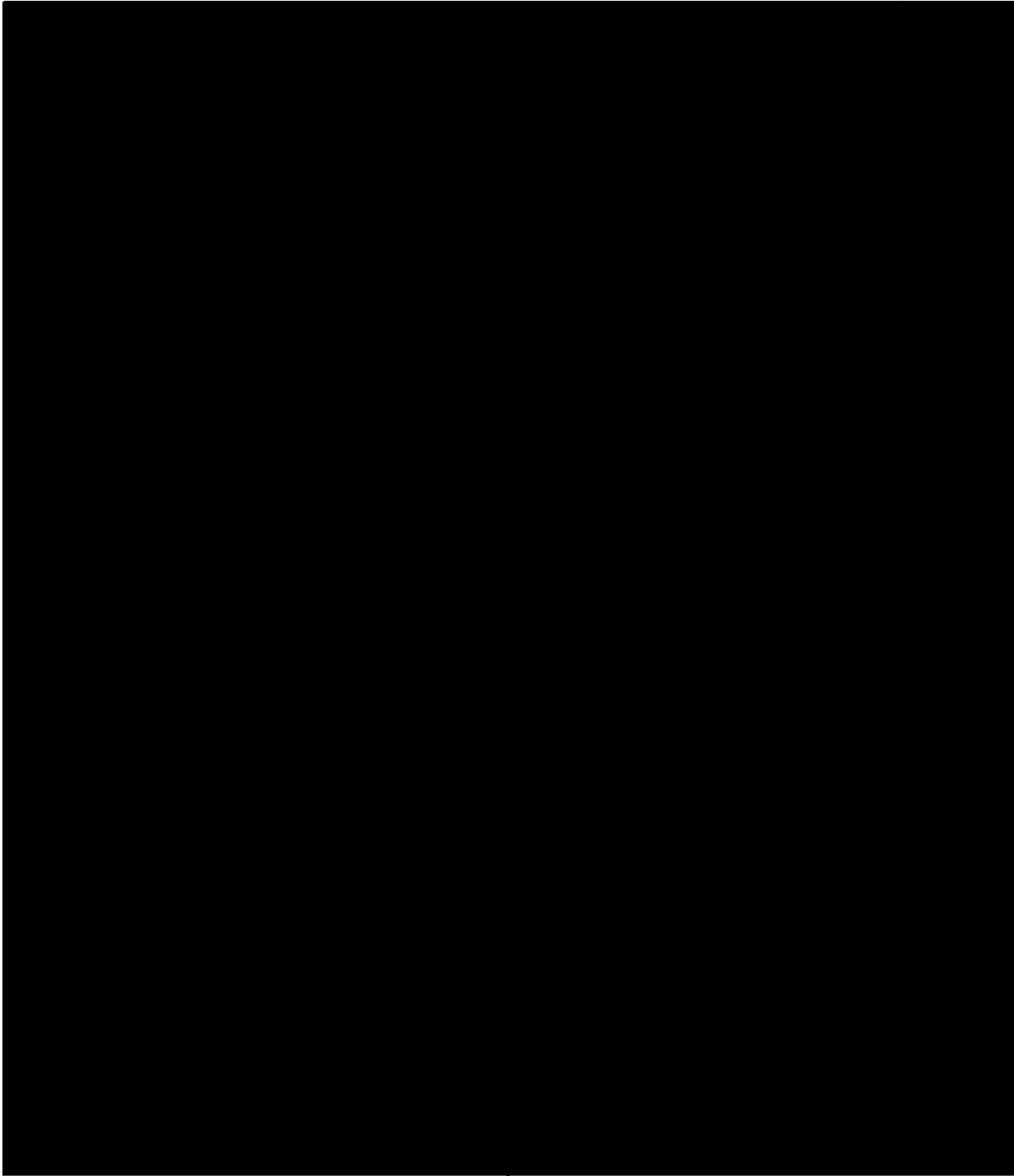
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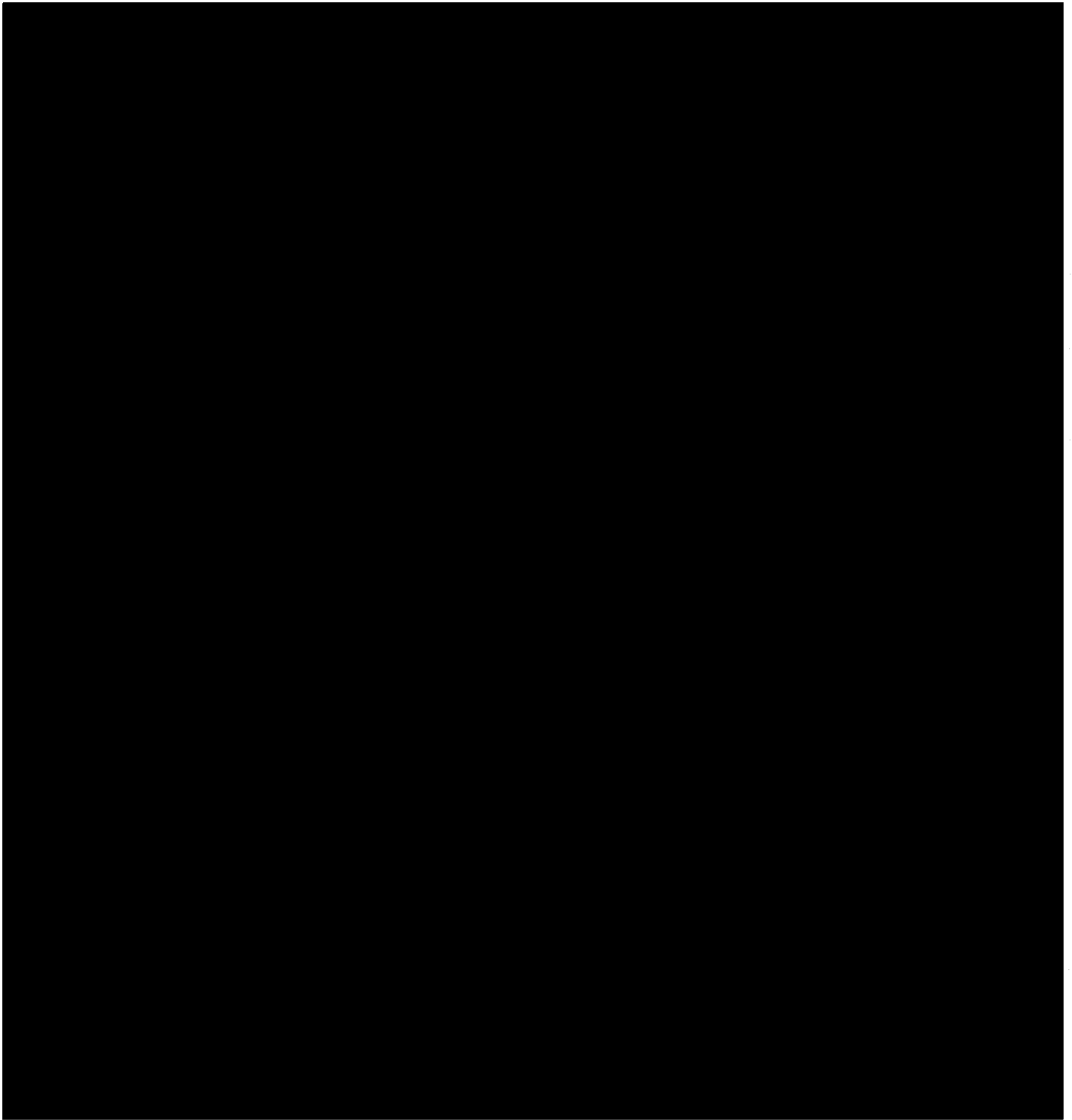


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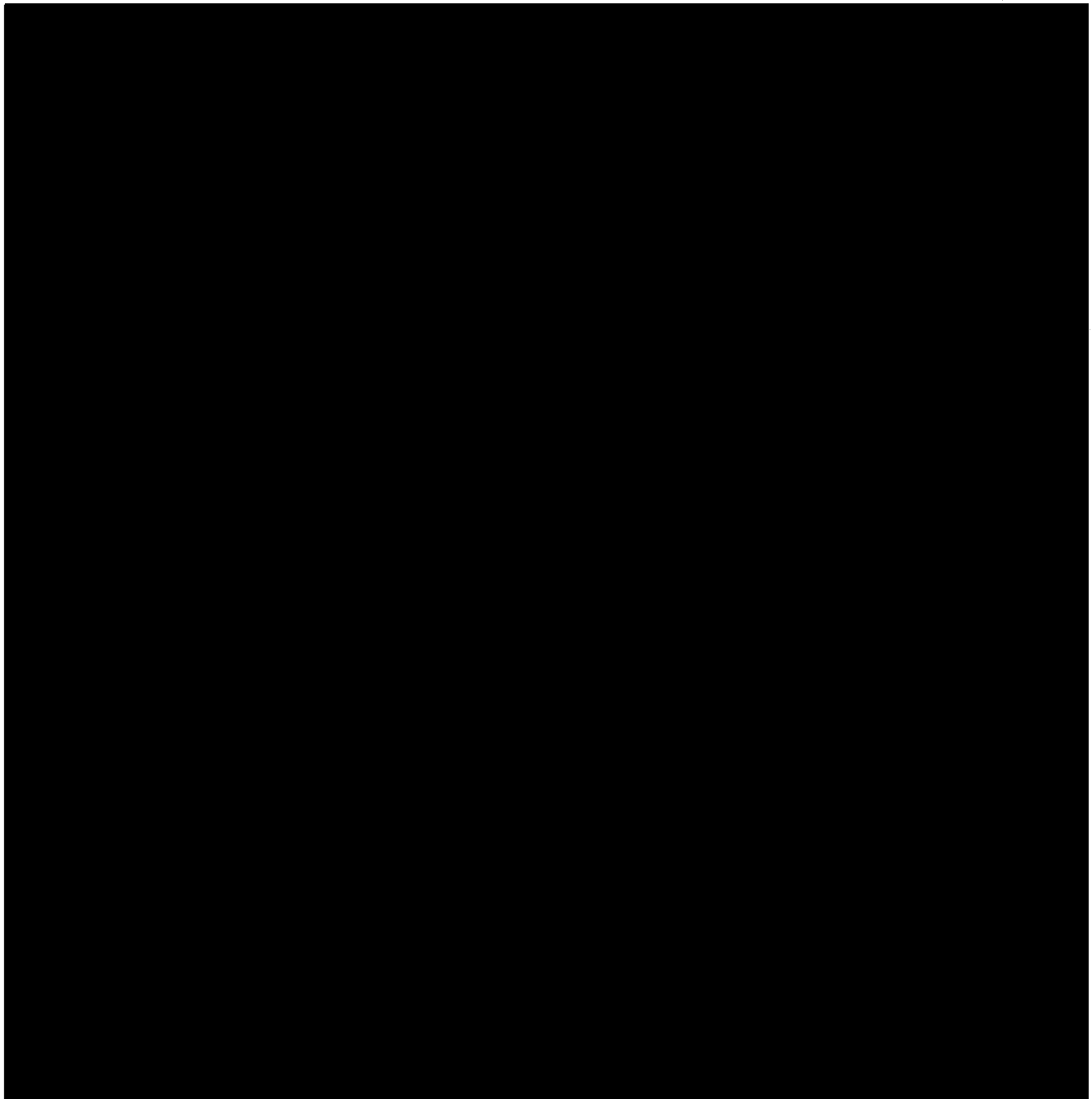








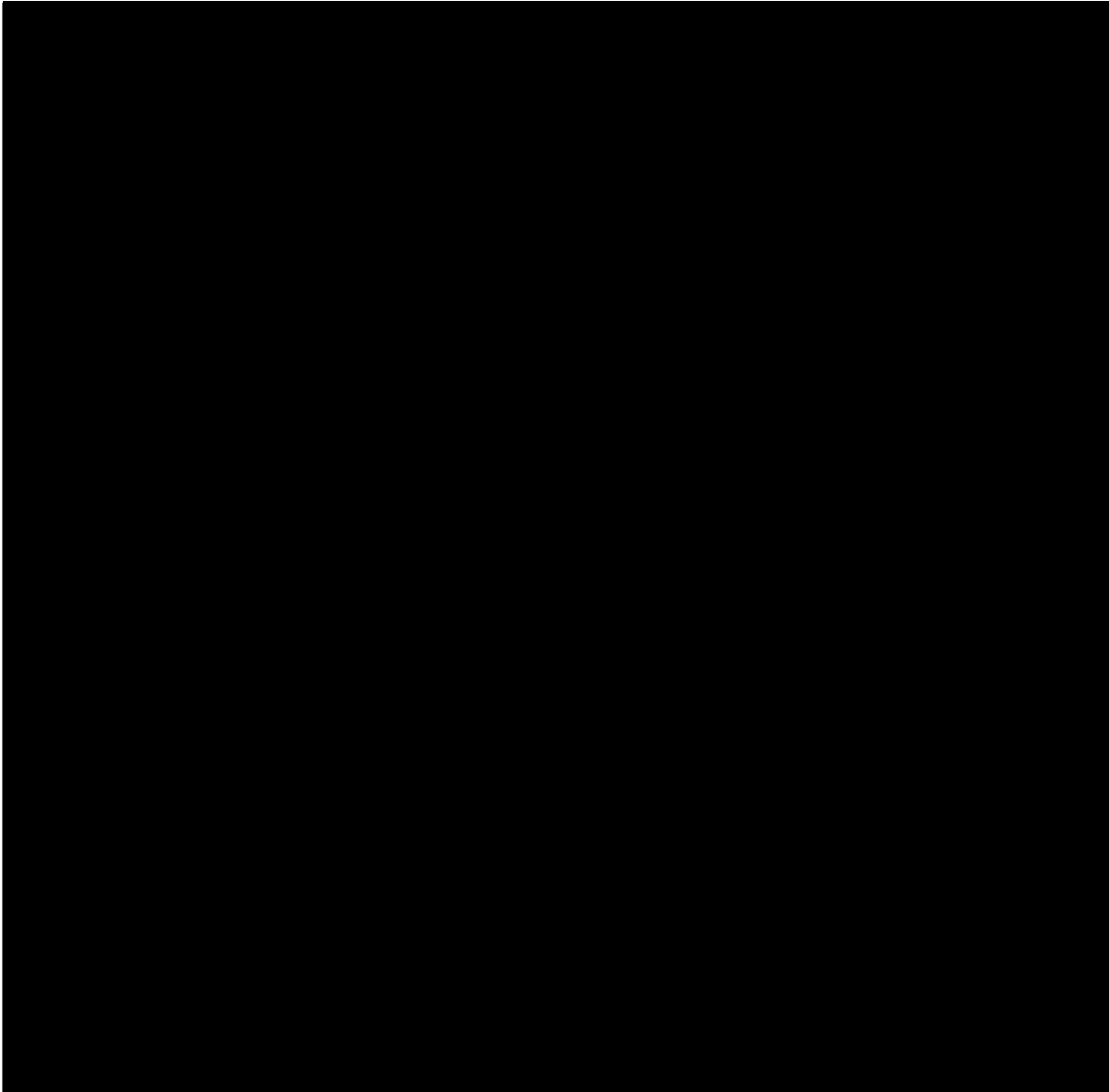
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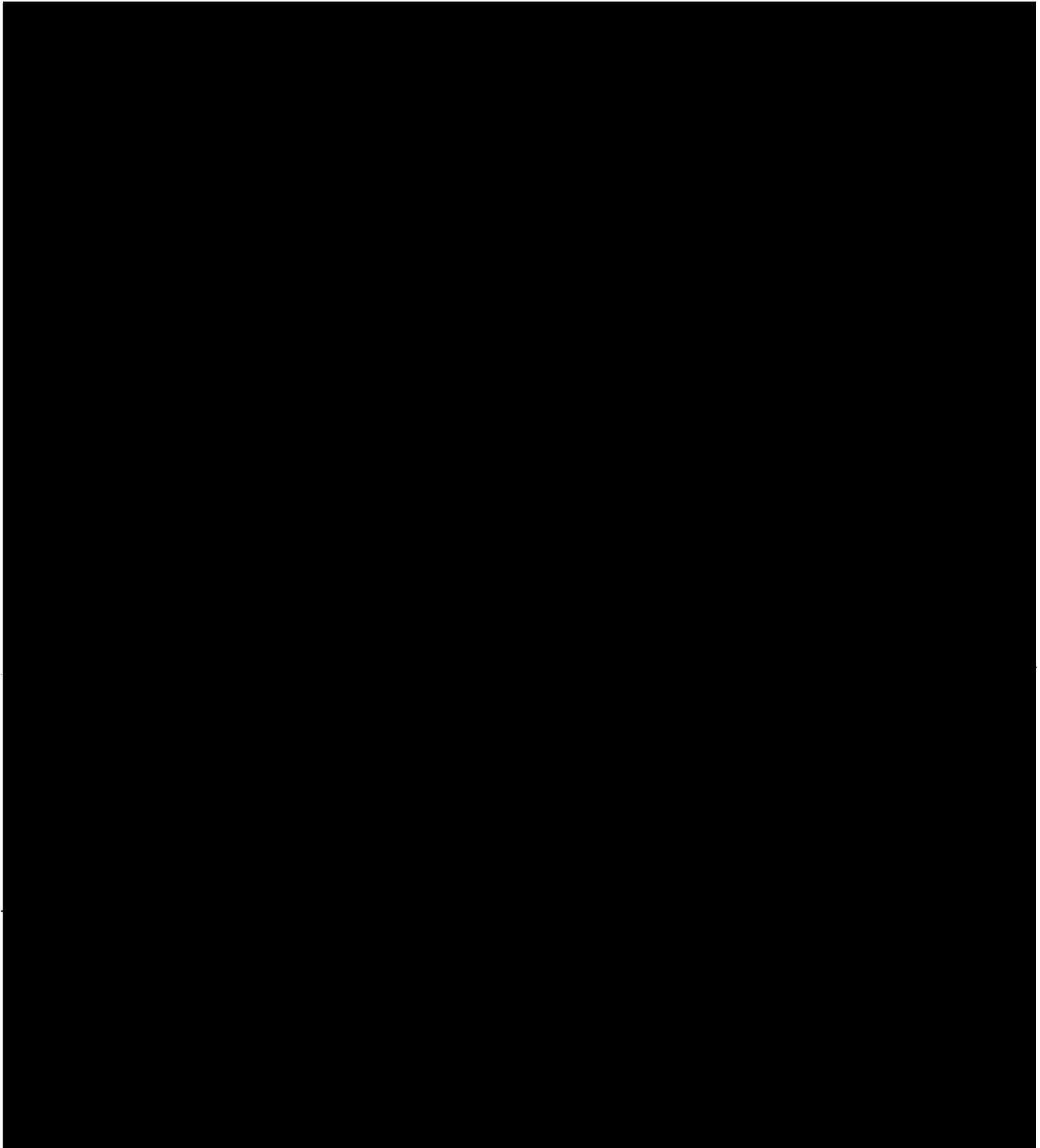


Disclosure and Content

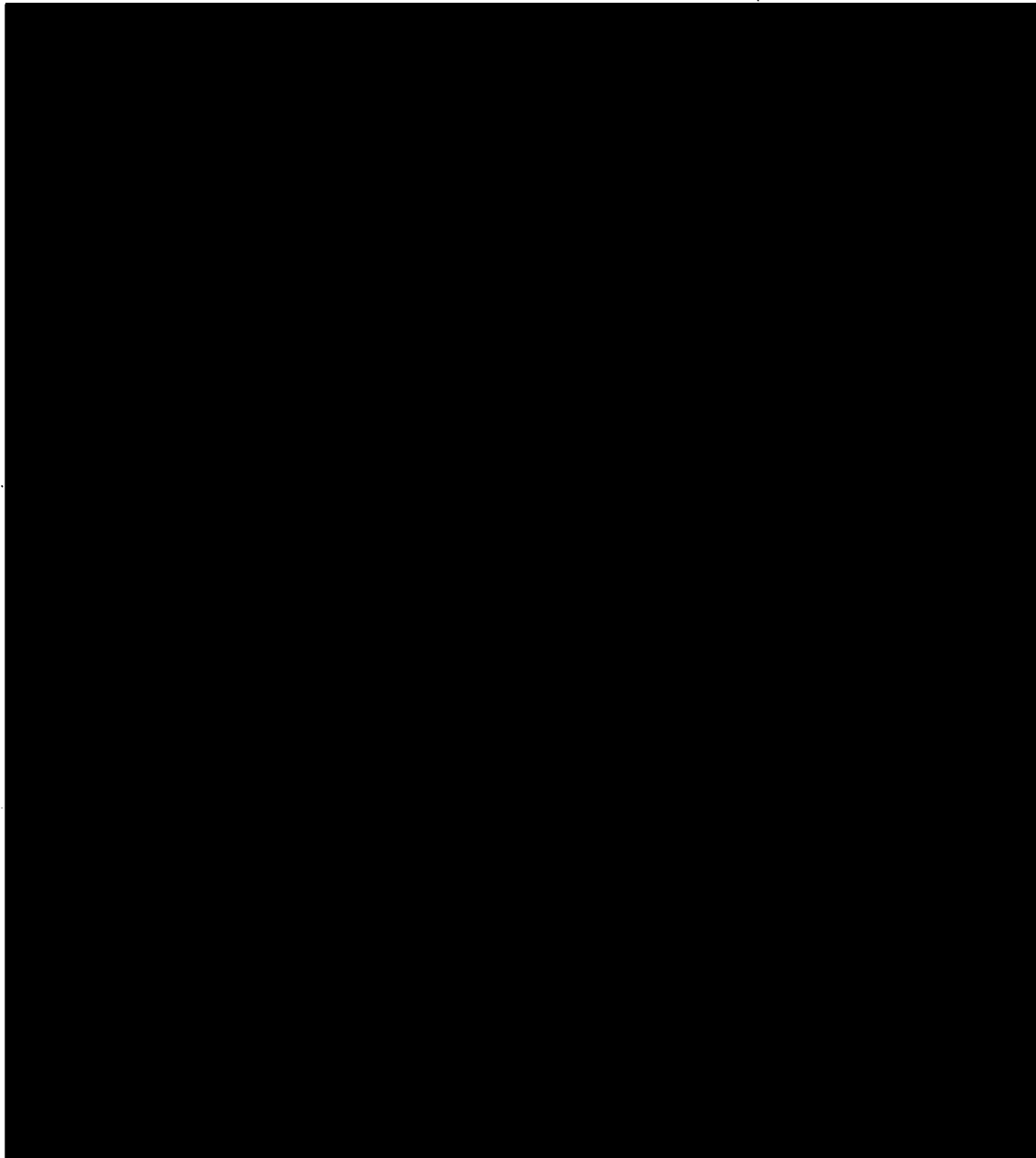












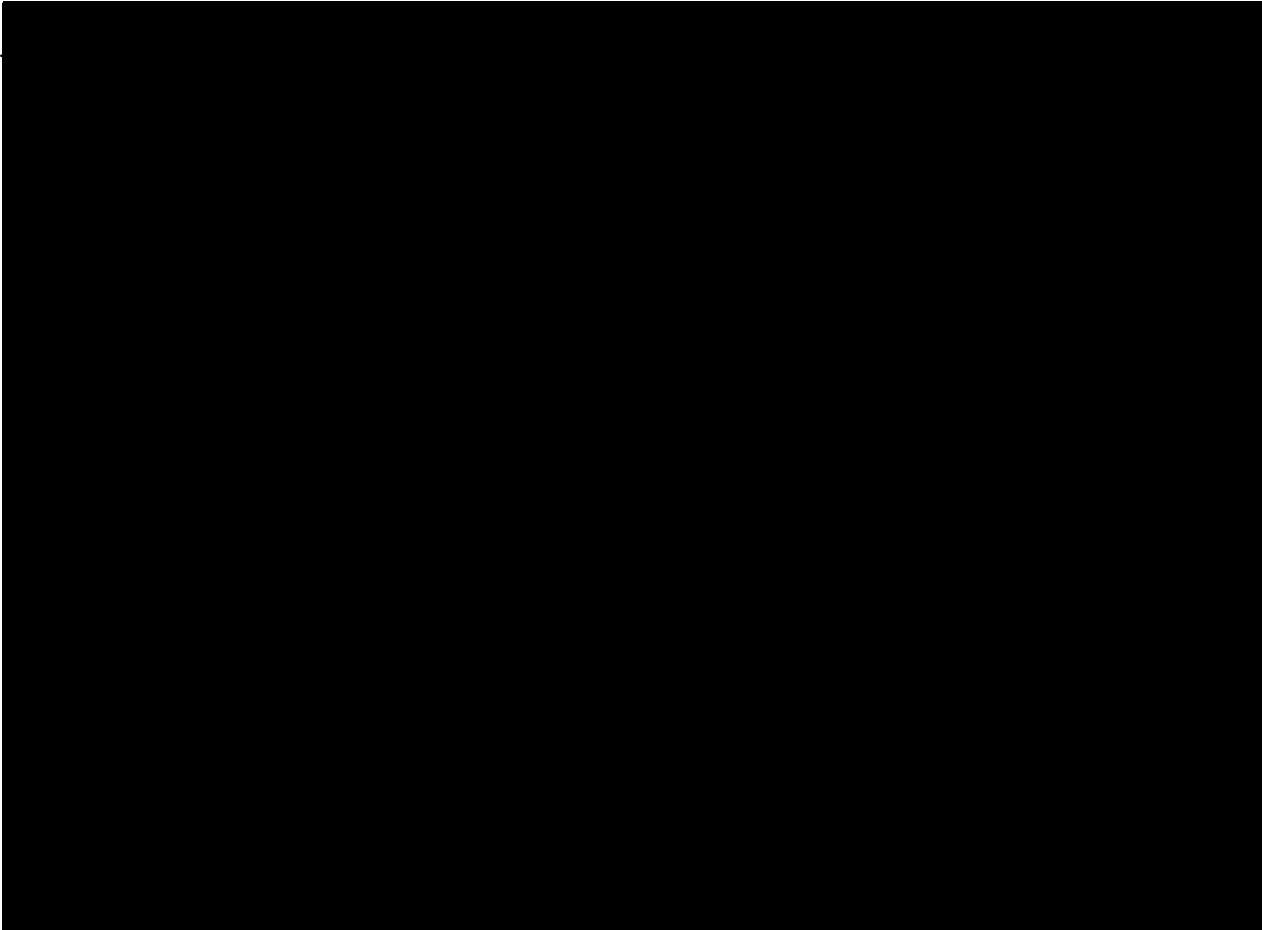


Exhibit L

[Intentionally Omitted]

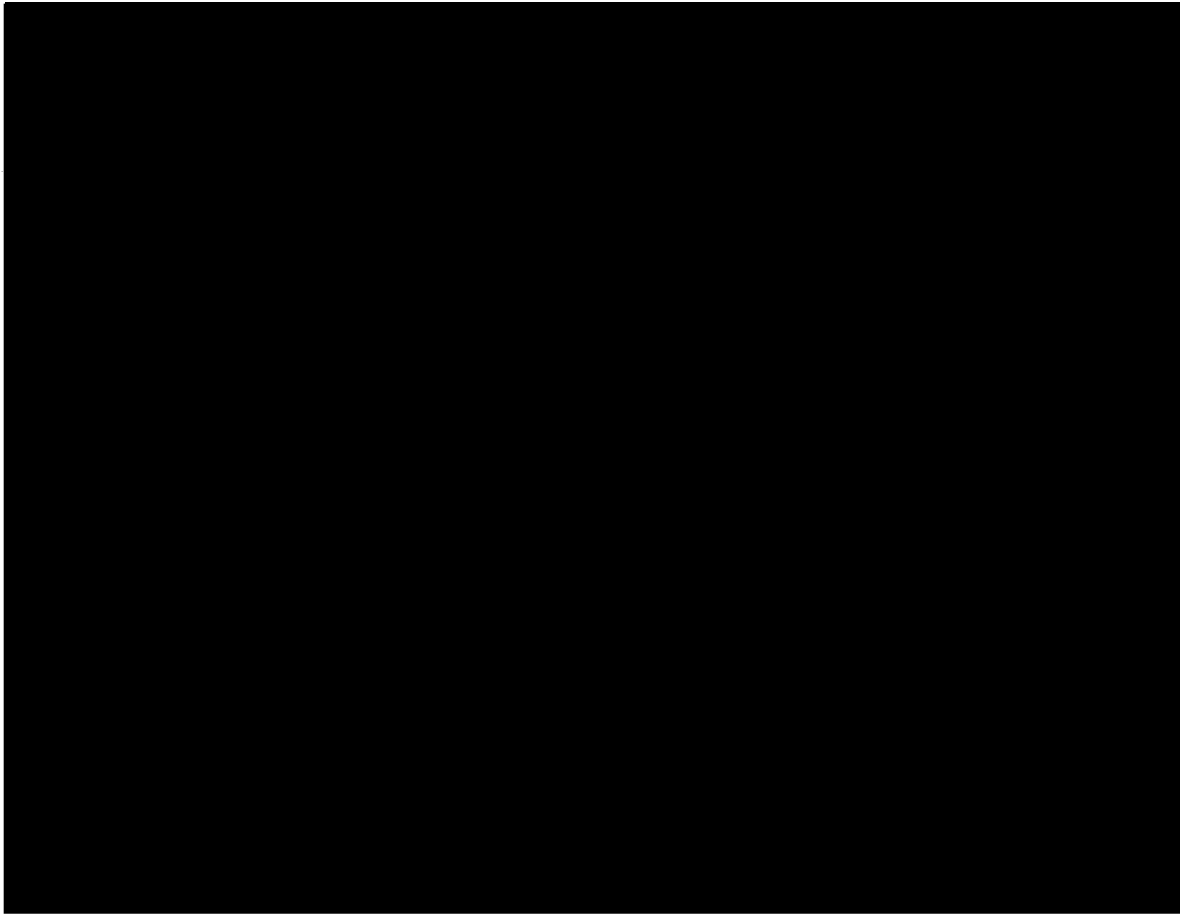
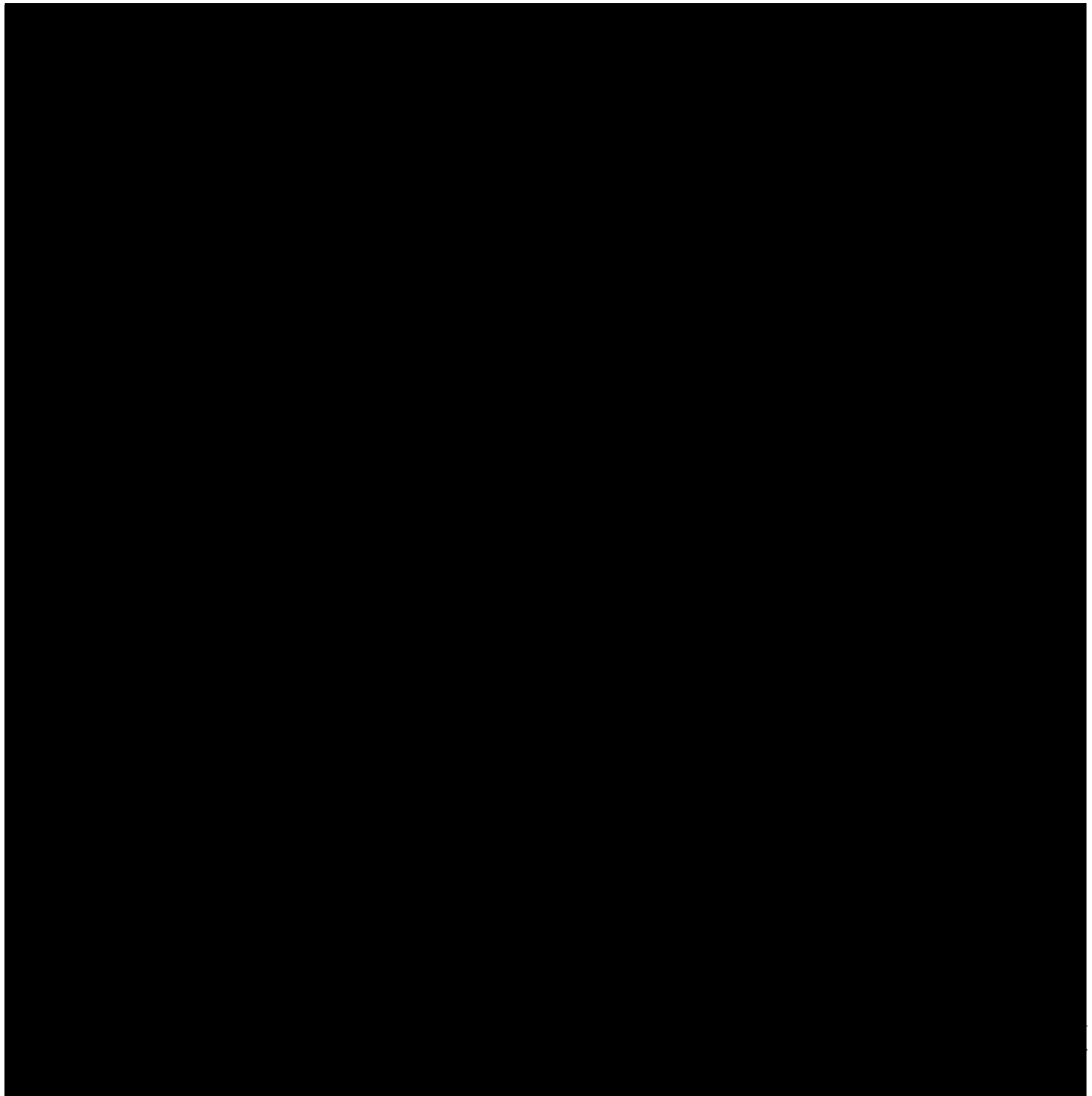
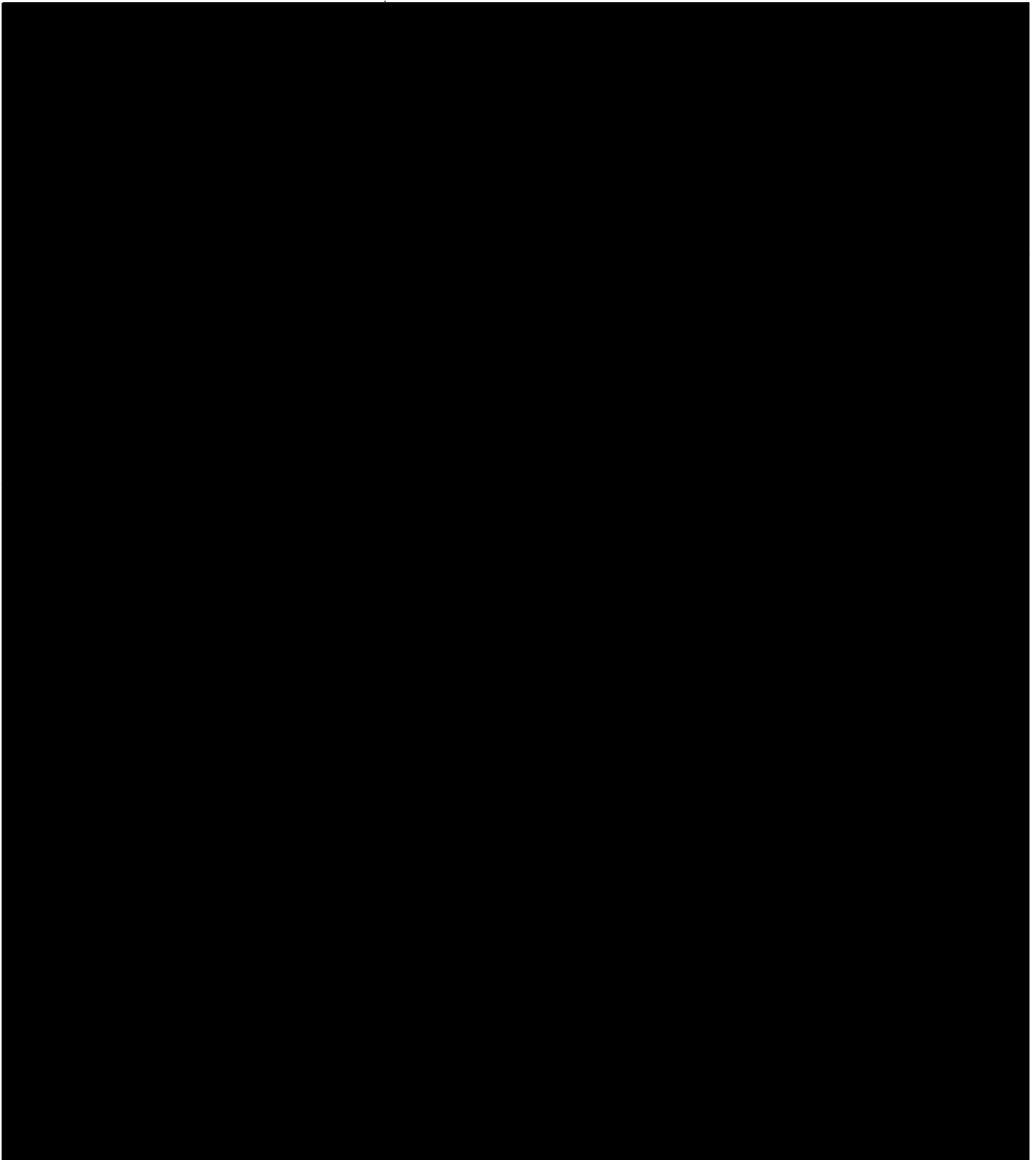


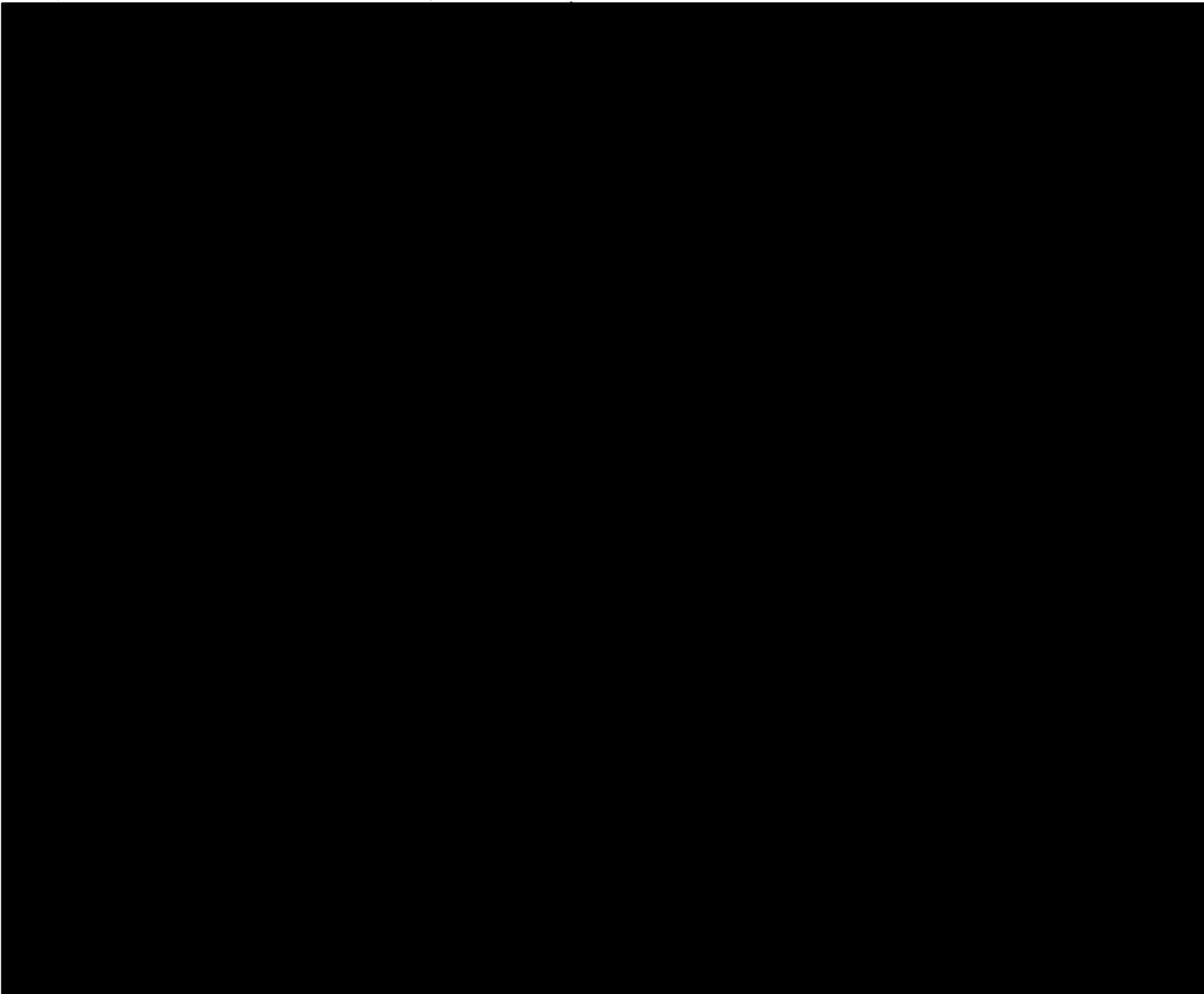
Exhibit N



2364.80
INTUIT_056703
Confidential



2364.81
INTUIT_056704
Confidential



IN WITNESS WHEREOF, the parties have executed this Agreement by persons duly authorized as of the Effective Date.

Google: GOOGLE INC.

Licensor: INTUIT INC.

By: [Signature]

By: [Signature]

Print Name: David Fischer

Print Name: Steven Aldrich

Title: VP, Online Sales & Ops

Title: VP, Intuit

Date: 10/29/07

Date: 10-17-07



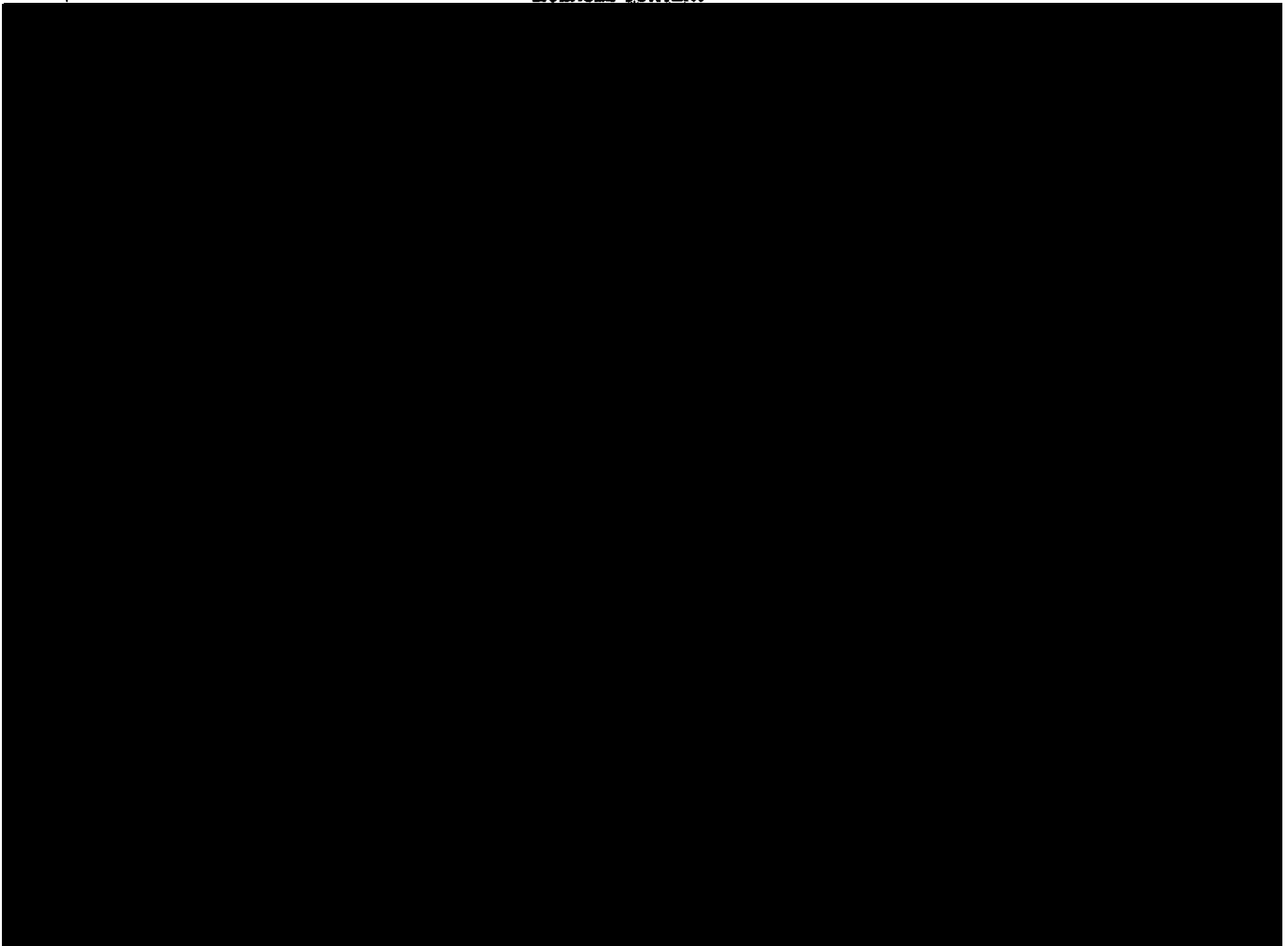
10/22/07

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Confidential

EXHIBIT A

LICENSED CONTENT

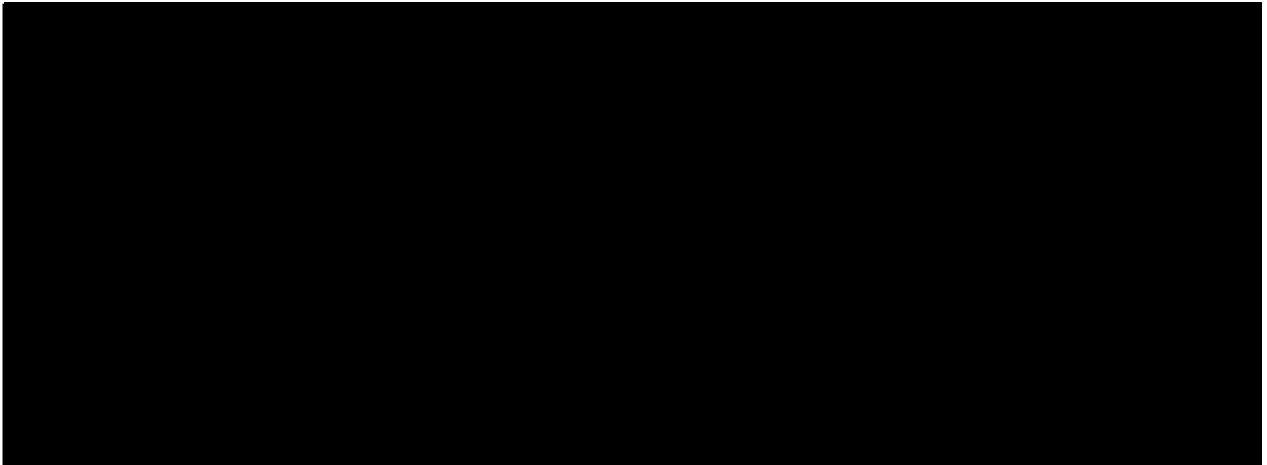


Confidential
84

2364.84

INTUIT_056707
Confidential

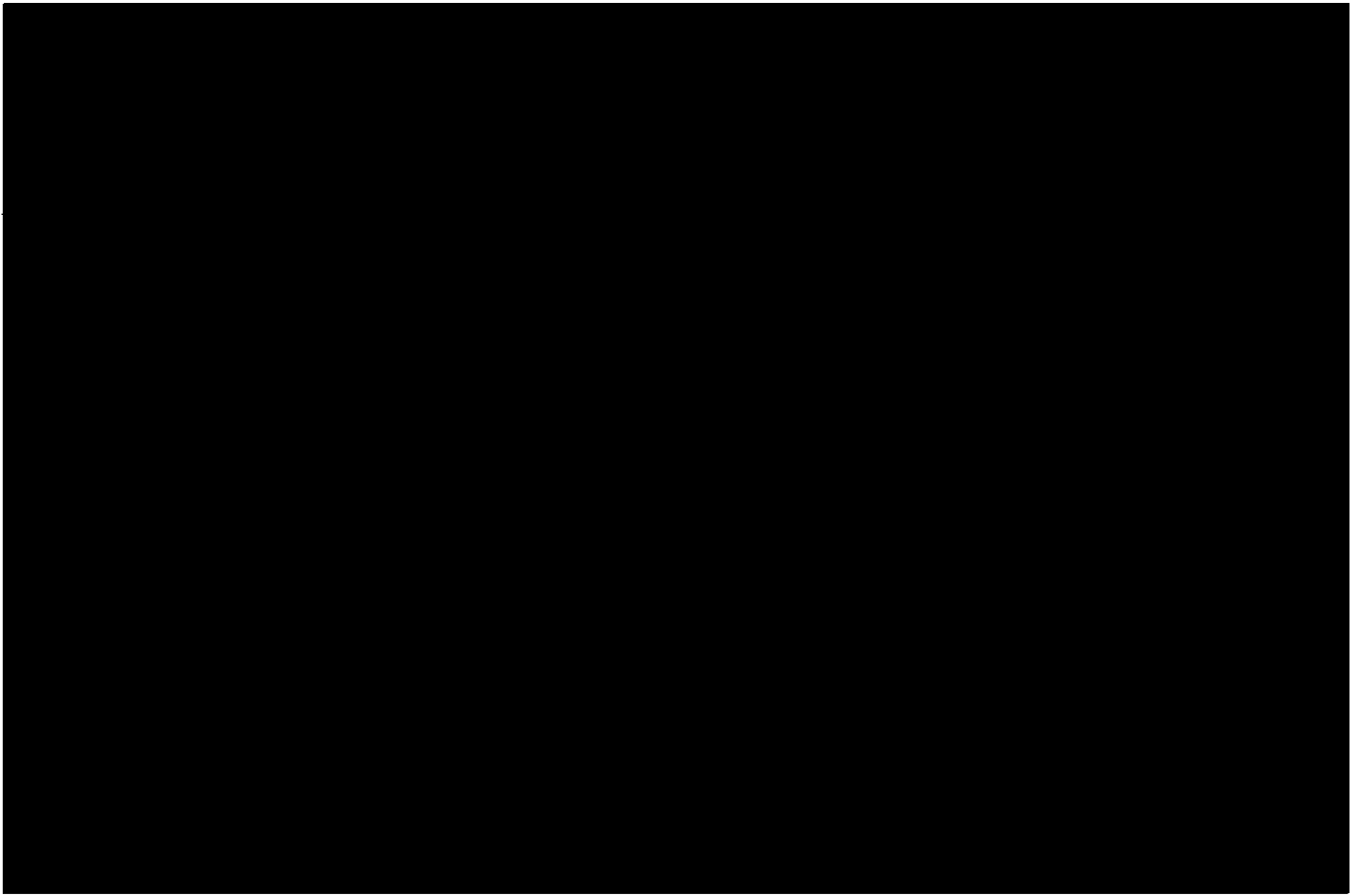
EXHIBIT B



Confidential
85

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Confidential

Schedule A



Confidential
86

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Confidential